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NEW DELHI, SATURDAY, JANUARY 27, 1973/MAGHA 7, 1894

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रलग संकलन के रूप में रखा जा सके

Separate paging is given to this part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएंStatutory orders and notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administration of Union Territories)

भारत निर्वाचन आयोग

ELECTION COMMISSION OF INDIA

दिनांक 23 दिसम्बर, 1972

New Delhi, the 23rd December, 1972

आदेश

ORDER

का.आ. 198.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए पंजाब विधान सभा के लिए साधारण निर्वाचन के लिए 6-फाजिलका निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री परमानन्द, चमरा मंडी, फाजिलका, जिला फिरोजपुर (पंजाब) लोक प्रतिनिधित्व अधिनियम, 1951 तथा सद्धीन बनाए गए नियमों द्वारा अपेक्षित समय के अन्दर तथा रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री परमानन्द का संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरीहित घोषित करता है।

S.O. 198.—WHEREAS the Election Commission is satisfied that Shri Parma Nand, Chamra Mandi, Fazilka, District Ferozepur (Punjab) a contesting candidate for the general election to the Punjab Legislative Assembly from 6-Fazilka constituency, held in March, 1972 has failed to lodge an account of his election expenses within the time and in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

AND WHEREAS, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for the failure.

NOW, THEREFORE, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Parma Nand to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[सं. पंजाब-वि. स/6/72(5)]

[No. PB-LA/6/72(5)]

आदेश

एत निर्वचन आयोग

क्र. आ. 199.—यत्तः, निर्वचन आयोग का समाधान हो गया है कि मार्च, 1971 में हुए तमिलनाडु विधान सभा के लिए निर्वचन के लिए 150-मुसूरी निर्वचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री के. एन. थांगावेलु, पोस्ट खोहुर, लालगुडी तालुक, जिला तिरुचि-रापल्ली, तमिलनाडु, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित समय के अन्दर तथा रीति से अपने निर्वचन व्ययों का लेख दाखिल करने में असफल रहे हैं,

और, यत्तः, उक्त उम्मीदवार ने, उसे सम्यक् सूचना विधे जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वचन आयोग एतद्द्वारा उक्त श्री के. एन. थांगावेलु को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहिस्त घोषित करता है।

[सं. त. ना.नं. स./150/71(32)]

आदेश है,

ए. एन. सैन, सचिव,

ORDER

S.O. 199.—WHEREAS the Election Commission is satisfied that Shri K. N. Thangavelu, Khohur Post, Lalgudi Taluk, Tiruchirappalli District, Tamil Nadu, a contesting candidate for election to the Tamil Nadu Legislative Assembly from 150-Musiri constituency, held in March, 1971 has failed to lodge an account of his election expenses within the time and in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

AND WHEREAS, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure.

NOW, THEREFORE, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri K. N. Thangavelu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. TN/LA/150/71(32)]

By Order,
A. N. SEN, Secy.

नई दिल्ली, 27 दिसम्बर, 1972

क्र. आ. 200.—लोक प्रतिनिधित्व अधिनियम, 1951 (1951 का 43) की धारा 21 के उपबन्धों के अनुसरण में और अपनी, यथासंशोधित अधिसूचना सं० 434/मैसूर/71, तारीख 6 जनवरी, 1971 को अधिकांश करते हुए, निर्वचन आयोग, मैसूर सरकार के परामर्श से, नीचे की तारखी के स्तम्भ 2 में विनिर्दिष्ट सरकारी अधिकारी को, ऐसे सरकारी अधिकारी के सामने उक्त तारखी के स्तम्भ 1 में यथाविनिर्दिष्ट मैसूर राज्य के संसदीय निर्वचन क्षेत्र के रिटनिंग आफिसर के रूप में एतद्द्वारा पदाभिहित करता है :—

निर्वाचन क्षेत्र का नाम	सारखी
1	2
1. बीदर (अ० जा०)	उपायुक्त, जिला बीदर, बीदर।
2. गुलबर्गा	उपायुक्त, जिला गुलबर्गा, गुलबर्गा।
3. रायचूर	उपायुक्त, जिला रायचूर, रायचूर।
4. कोप्पल	उपायुक्त, जिला रायचूर, रायचूर।
5. बल्लारी	उपायुक्त, जिला बल्लारी, बल्लारी।
6. चिन्नदुर्ग	उपायुक्त, जिला चिन्नदुर्ग, चिन्नदुर्ग।
7. तुमकुर	उपायुक्त, जिला तुमकुर, तुमकुर।
8. मद्रुगिरी	उपायुक्त, जिला तुमकुर, तुमकुर।
9. कोलार (अ० जा०)	उपायुक्त, जिला कोलार, कोलार।
10. होसकोटे	उपायुक्त, जिला बैंगलोर, बैंगलोर।
11. बैंगलोर	अपायुक्त, बैंगलोर नगर निगम।
12. कनकपुरा	उपायुक्त, जिला बैंगलोर, बैंगलोर।
13. मन्ड्या	उपायुक्त, जिला मन्ड्या, मन्ड्या।
14. चामराजनगर (अ० जा०)	उपायुक्त, जिला मैसूर, मैसूर।
15. मैसूर	उपायुक्त, जिला मैसूर, मैसूर।
16. मंगलौर	उपायुक्त, जिला दक्षिण कनारा, मंगलौर।
17. उडुपी	उपायुक्त, जिला दक्षिण कनारा, मंगलौर।
18. हासन	उपायुक्त, जिला हासन, हासन।
19. चिक्कमंगलूर	उपायुक्त, जिला चिक्कमंगलूर, चिक्कमंगलूर।
20. तिरुमोय्या	उपायुक्त, जिला तिरुमोय्या, तिरुमोय्या।
21. कनारा	उपायुक्त, जिला उत्तर कनारा, कारवार।
22. धारवाड़ दक्षिण	उपायुक्त, जिला धारवाड़, धारवाड़।
23. धारवाड़ उत्तर	उपायुक्त, जिला धारवाड़, धारवाड़।
24. बेलगांव	उपायुक्त, जिला बेलगांव, बेलगांव।
25. चिक्कोड़ी (अ० जा०)	उपायुक्त, जिला बेलगांव, बेलगांव।
26. बागलकोट	उपायुक्त, जिला बिजापुर, बिजापुर।
27. बिजापुर	उपायुक्त, जिला बिजापुर, बिजापुर।

[सं० 434/मैसूर/72(1)]

ELECTION COMMISSION OF INDIA

New Delhi, the 27th December, 1972

S. O. 200.—In pursuance of the provisions of section 21 of the Representation of the People Act, 1951 (43 of 1951) and in supersession of its Notification No. 434/MY/71, dated the 6th January, 1971, as amended, the Election Commission hereby designates, in consultation with the Government of Mysore, the officer of Government specified in column 2 of the Table below as the Returning Officer of the Parliamentary constituency in the State of Mysore as specified in column 1 of the said Table against such officer of Government:—

TABLE

Name of the constituency	Returning Officer
1	2
1. Bidar (SC)	Deputy Commissioner, Bidar District, Bidar.
2. Gulbarga	Deputy Commissioner, Gulbarga District, Gulbarga.
3. Raichur	Deputy Commissioner, Raichur District, Raichur.
4. Koppal	Deputy Commissioner, Raichur District, Raichur.
5. Bellary	Deputy Commissioner, Bellary District, Bellary.
6. Chitradurga	Deputy Commissioner, Chitradurga District, Chitradurga.
7. Tumkur	Deputy Commissioner, Tumkur District, Tumkur.
8. Madhugiri	Deputy Commissioner, Tumkur District, Tumkur.
9. Kolar (SC)	Deputy Commissioner, Kolar District, Kolar.
10. Hoskote	Deputy Commissioner, Bangalore District, Bangalore.
11. Bangalore	Commissioner, Corporation of the City of Bangalore.
12. Kanakapura	Deputy Commissioner, Bangalore District, Bangalore.
13. Mandya	Deputy Commissioner, Mandya District, Mandya.
14. Chamarajanagar (SC)	Deputy Commissioner, Mysore District, Mysore.
15. Mysore	Deputy Commissioner, Mysore District, Mysore.
16. Mangalore	Deputy Commissioner, South Kanara District, Mangalore.
17. Udipi	Deputy Commissioner, South Kanara District, Mangalore.
18. Hassan	Deputy Commissioner, Hassan District, Hassan.
19. Chikmagalur	Deputy Commissioner, Chikmagalur District, Chikmagalur.
20. Shimoga	Deputy Commissioner, Shimoga District, Shimoga.
21. Kanara	Deputy Commissioner, North Kanara District, Karwar.
22. Dharwar South	Deputy Commissioner, Dharwar District, Dharwar.
23. Dharwar North	Deputy Commissioner, Dharwar District, Dharwar.
24. Belgaum	Deputy Commissioner, Belgaum District, Belgaum.
25. Chikkodi (SC)	Deputy Commissioner, Belgaum District, Belgaum.
26. Bagalkot	Deputy Commissioner, Bijapur District, Bijapur.
27. Bijapur	Deputy Commissioner, Bijapur District, Bijapur.

[No. 434/MY/72 (1)]

का० प्रा० 201 :—लोक प्रतिनिधित्व अधिनियम, 1951 (1951 का 43) की धारा 22 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अधिनी, यथासंशोधित, अधिसूचना सं० 434/मैसूर/71, तारीख 6 जनवरी, 1971 को अधिदान्त करते हुए, निर्वाचन आयोग, नीचे की सारणी के स्तम्भ 2 में यथाविविष्ट सरकारी अधिकारी के सामने उक्त सारणी के स्तम्भ 1 में विनिर्दिष्ट संसदीय निर्वाचन क्षेत्र के रिटर्निंग आफिसर की, ऐसे रिटर्निंग आफिसर के कृत्यों के पालन में, सहायता करने के लिए एतद्वारा नियुक्त करता है :—

सारणी

संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर	सहायक रिटर्निंग आफिसर
1. 1—बीदर (अ०जा०) संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1—उपायुक्त के मुख्यालय सहायक, जिला बीदर, बीदर। 2—उपायुक्त के मुख्यालय सहायक, जिला गुलबर्गा, गुलबर्गा। 3—सहायक आयुक्त, बीदर उपखंड, बीदर। 4—सहायक आयुक्त, गुलबर्गा उपखंड, गुलबर्गा।
2. 2—गुलबर्गा संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1—उपायुक्त के मुख्यालय सहायक जिला गुलबर्गा, गुलबर्गा। 2—सहायक आयुक्त, सेडम उपखंड, सेडम। 3—सहायक आयुक्त, गुलबर्गा उपखंड, गुलबर्गा। 4—सहायक आयुक्त, यादगिर, उपखंड, यादगिर।
3. 3—रायचूर संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1—उपायुक्त के मुख्यालय सहायक, जिला रायचूर, रायचूर। 2—उपायुक्त के मुख्यालय सहायक गुलबर्गा, जिला गुलबर्गा। 3—सहायक आयुक्त, यादगिर उपखंड, यादगिर। 4—सहायक आयुक्त, रायचूर उपखंड, रायचूर। 5—सहायक आयुक्त, लिगसुगुरु उपखंड, लिगसुगुरु।
4. 4—कोप्पल संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1—उपायुक्त के मुख्यालय सहायक, जिला रायचूर, रायचूर। 2—उपायुक्त के मुख्यालय सहायक, जिला धारवाड़, धारवाड़। 3—उपायुक्त के मुख्यालय सहायक, जिला बल्लारी, बल्लारी। 4—सहायक आयुक्त, लिगसुगुरु उपखंड, लिगसुगुरु। 5—सहायक आयुक्त, कोप्पल उपखंड, कोप्पल। 6—सहायक आयुक्त, होस्पेट उपखंड, होस्पेट। 7—सहायक आयुक्त, गद्ग उपखंड, गद्ग।

1	2	1	2
5. 5—बल्लारी संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला बल्लारी, बल्लारी । 2—उपायुक्त के मुख्यालय सहायक, जिला चित्तदुर्ग, चित्तदुर्ग । 3—सहायक आयुक्त, बल्लारी उपखंड, बल्लारी । 4—सहायक आयुक्त, चित्तदुर्ग उपखंड, चित्तदुर्ग । 5—सहायक आयुक्त, हास्पेट उपखंड, हास्पेट ।	12. 12—कनकपुरा संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला बंगलौर, बंगलौर । 2—सहायक आयुक्त, रामनगरम उपखंड, रामनगरम । 3—सहायक आयुक्त, बोड्डाबल्लापुर उपखंड, बंगलौर ।
6. 6—चित्रदुर्ग संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक जिला चित्रदुर्ग, चित्रदुर्ग । 2—सहायक आयुक्त, दावणगिरी उपखंड, दावणगिरी । 3—सहायक आयुक्त, चित्रदुर्ग उपखंड, चित्रदुर्ग ।	13. 13—मंड्या संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला मंड्या, मंड्या । 2—सहायक आयुक्त, मंड्या उपखंड, मंड्या । 3—सहायक आयुक्त, पान्डवपुरा उपखंड, पान्डवपुरा ।
7. 7—तुमकुर संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला तुमकुर, तुमकुर । 2—सहायक आयुक्त, तुमकुर उपखंड, तुमकुर । 3—सहायक आयुक्त, तिपपुर उपखंड, तिपपुर ।	14. 14—चामराजनगर (अ० जा०) संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला मैसूर, मैसूर । 2—सहायक आयुक्त, संजंनगुड उपखंड, संजंनगुड ।
8. 8—मधुगिरि संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला तुमकुर, तुमकुर । 2—उपायुक्त के मुख्यालय सहायक, जिला कोलार, कोलार । 3—सहायक आयुक्त, मधुगिरि, उपखंड, मधुगिरि । 4—सहायक आयुक्त, तिपपुर उपखंड, तिपपुर । 5—सहायक आयुक्त, चिकबल्लापुर उपखंड, चिकबल्लापुर ।	15. 15—मैसूर संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला मैसूर, मैसूर । 2—नगरपालिका आयुक्त, नगरपालिका परिषद, मैसूर । 3—सहायक आयुक्त, मैसूर उपखंड, मैसूर ।
9. 9—कोलार (अ० जा०) संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला कोलार, कोलार । 2—सहायक आयुक्त, चिकबल्लापुर उपखंड, चिकबल्लापुर । 3—सहायक आयुक्त, कोलार उपखंड, कोलार ।	16. 16—मंगलौर संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला दक्षिण कनारा, मंगलौर । 2—उपायुक्त के मुख्यालय सहायक, तुरंग । 3—सहायक आयुक्त, मरकेरा उपखंड, मरकेरा । 4—सहायक आयुक्त, पुत्तूर उपखंड, पुत्तूर । 5—सहायक आयुक्त, मंगलौर उपखंड, मंगलौर । 6—नगरपालिका आयुक्त, नगरपालिका, मंगलौर ।
10. 10—होसकोटे संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला बेंगलूर, बेंगलूर । 2—उपायुक्त के मुख्यालय सहायक, जिला कोलार, कोलार । 3—सहायक आयुक्त, कोलार उपखंड, कोलार ।	17. 17—उडुपी संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला दक्षिण कनारा, मंगलौर । 2—सहायक आयुक्त, मंगलौर उपखंड, मंगलौर । 3—सहायक आयुक्त, कुन्दापुर उपखंड, कुन्दापुर ।
11. 11—बेंगलूर संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त (पश्चिम) बेंगलूर नगर निगम । 2—उपायुक्त (पूर्व) बेंगलूर नगर निगम ।	18. 18—हासन संसदीय निर्वाचन क्षेत्र का रिटनिंग आफिसर ।	1—उपायुक्त के मुख्यालय सहायक, जिला हासन, हासन । 2—सहायक आयुक्त, सकलेशपुर उपखंड, सकलेशपुर । 3—सहायक आयुक्त, हासन उपखंड, हासन ।

1	2
19. 19—चिक्कमगालुर संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला चिक्कमगालुर, चिक्कमगालुर। 2-उपायुक्त के मुख्यालय सहायक, जिला दक्षिण कनारा, मंगलौर। 3-उपायुक्त के मुख्यालय सहायक, जिला शिवमोगा, शिवमोगा। 4-सहायक आयुक्त, पुत्तुर उपखंड पुत्तुर। 5-सहायक आयुक्त, चिक्कमगालुर उपखंड, चिक्कमगालुर। 6-सहायक आयुक्त, तारीकेरी उपखंड, तारीकेरी। 7-सहायक आयुक्त, शिवमोगा उपखंड, शिवमोगा।
20. 20—शिवमोगा संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला शिवमोगा, शिवमोगा। 2-सहायक आयुक्त, शिवमोगा उपखंड, शिवमोगा। 3-सहायक आयुक्त, सागर उपखंड, सागर।
21. 21—कनारा संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला उत्तर कनारा, कारवार। 2-उपायुक्त के मुख्यालय सहायक, जिला बेलगांव, बेलगांव। 3-सहायक आयुक्त, सिरसी उपखंड, सिरसी। 4-सहायक आयुक्त, कुमटा उपखंड, कुमटा। 5-सहायक आयुक्त, कारवार उपखंड, कारवार। 6-सहायक आयुक्त, बेलहोंगल उपखंड, बेलहोंगल। 7-सहायक आयुक्त, बेलगांव, बेलगांव।
22. 22—धारवाड़ दक्षिण निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला धारवाड़, धारवाड़। 2-सहायक आयुक्त, रावनुर उपखंड, रावनुर। 3-सहायक आयुक्त, हावेरी उपखंड, हावेरी।
23. 23—धारवाड़ उत्तर संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला धारवाड़, धारवाड़। 2-सहायक आयुक्त, धारवाड़ उपखंड, धारवाड़। 3-आयुक्त, हुयली धारवाड़ नगर निगम, हुयली। 4-सहायक आयुक्त, गदग उपखंड, गदग।

1	2
24. 24—बेलगांव संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला बेलगांव, बेलगांव। 2-सहायक आयुक्त, बेलहोंगल उपखंड, बेलहोंगल। 3-सहायक आयुक्त, बेलगांव उपखंड, बेलगांव।
25. 25—चिक्कोडी (भा.जा.) संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला बेलगांव, बेलगांव। 2-सहायक आयुक्त, बेलगांव उपखंड, बेलगांव। 3-सहायक आयुक्त, चिक्कोडी उपखंड, चिक्कोडी।
26. 26—बागलकोट संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला बिजापुर, बिजापुर। 2-उपायुक्त के मुख्यालय सहायक, जिला धारवाड़, धारवाड़। 3-सहायक आयुक्त, गदग उपखंड, गदग। 4-सहायक आयुक्त, जमखण्डी उपखंड, जमखण्डी। 5-सहायक आयुक्त, बागलकोट उपखंड, बागलकोट।
27. 27—बिजापुर संसदीय निर्वाचन क्षेत्र का रिटर्निंग आफिसर।	1-उपायुक्त के मुख्यालय सहायक, जिला बिजापुर, बिजापुर। 2-सहायक आयुक्त, बिजापुर उपखंड, बिजापुर। 3-सहायक आयुक्त, हंडी उपखंड, हंडी।

[सं. 434/मैमूर/72 (2)]

S. O. 20.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951 (43 of 1951), and in supersession of its notification No. 434/MY/71, dated the 6th January, 1971, as amended, the Election Commission hereby appoints the officer or officers of Government as specified in column 2 of the Table below to assist the Returning Officer of the Parliamentary constituency specified in column 1 of the said Table against such officer or officers of Government in the performance of the functions of such Returning Officer.

TABLE

Returning Officer of Parliamentary Constituency	Assistant Returning Officer/Officers
1	2
1. Returning Officer of 1-Bidar (SC) Parliamentary Constituency.	1—Headquarters Assistant to Deputy Commissioner, Bidar District, Bidar. 2—Headquarters Assistant to Deputy Commissioner, Gulbarga District, Gulbarga. 3—Assistant Commissioner, Bidar Sub-division, Bidar. 4—Assistant Commissioner, Gulbarga Sub-Division, Gulbarga.
2. Returning Officer of 2-Gulbarga Parliamentary Constituency.	1—Headquarters Assistant to Deputy Commissioner, Gulbarga District, Gulbarga. 2—Assistant Commissioner, Serum Sub-Division, Serum.

1	2	1	2
	3. Assistant Commissioner, Gulbarga Sub-Division, Gulbarga.	8. Returning Officer of 8-Madhugiri Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Tumkur District, Tumkur.
	4. Assistant Commissioner, Yadgir Sub-Division, Yadgir.		2. Headquarters Assistant to Deputy Commissioner, Kolar District, Kolar.
3. Returning Officer of 3-Raichur Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Raichur District, Raichur.		3. Assistant Commissioner, Madhugiri Sub-Division, Madhugiri.
	2. Headquarters Assistant to Deputy Commissioner, Gulbarga District, Gulbarga.		4. Assistant Commissioner, Tiptur Sub-Division, Tiptur.
	3. Assistant Commissioner, Yadgir Sub-Division, Yadgir.		5. Assistant Commissioner, Chickballapur Sub-Division, Chickballapur.
	4. Assistant Commissioner, Raichur Sub-Division, Raichur.	9. Returning Officer of 9-Kolar (SC) Parliamentary Constituency.	Headquarters Assistant to Deputy Commissioner, Kolar District, Kolar.
	5. Assistant Commissioner, Lingsugur Sub-Division, Lingsugur.		2. Assistant Commissioner, Chickballapur Sub-Division, Chickballapur.
4. Returning Officer of 4-Koppal Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Raichur District, Raichur.		3. Assistant Commissioner, Kolar Sub-Division, Kolar.
	2. Headquarters Assistant to Deputy Commissioner, Dharwar District, Dharwar.	10. Returning Officer of 10-Hoskote Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Bangalore District, Bangalore.
	3. Headquarters Assistant to Deputy Commissioner, Bellary District, Bellary.		2. Headquarters Assistant to Deputy Commissioner, Kolar District, Kolar.
	4. Assistant Commissioner, Lingsugur Sub-Division, Lingsugur.		3. Assistant Commissioner, Kolar Sub-Division, Kolar.
	5. Assistant Commissioner, Koppal Sub-Division, Koppal.		4. Deputy Commissioner (West) Corporation of the City of Bangalore.
	6. Assistant Commissioner, Hospet Sub-Division, Hospet.		5. Assistant Commissioner, Bangalore Sub-Division, Bangalore.
	7. Assistant Commissioner, Gadag Sub-Division, Gadag.		6. Assistant Commissioner, Doddaballapur Sub-Division, Bangalore.
5. Returning Officer of 5-Bellary Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Bellary District, Bellary.	11. Returning Officer of 11-Bangalore Parliamentary Constituency.	1. Deputy Commissioner (West), Corporation of the City of Bangalore.
	2. Headquarters Assistant to Deputy Commissioner, Chitradurga District, Chitradurga.		2. Deputy Commissioner (East), Corporation of the City of Bangalore.
	3. Assistant Commissioner, Bellary Sub-Division, Bellary.		
	4. Assistant Commissioner, Chitradurga Sub-Division, Chitradurga.	12. Returning Officer of 12-Kanakapura Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Bangalore District, Bangalore.
	5. Assistant Commissioner, Hospet Sub-Division, Hospet.		2. Assistant Commissioner, Ramanagaram Sub-Division, Ramanagaram.
6. Returning Officer of 6-Chitradurga Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Chitradurga District, Chitradurga.		3. Assistant Commissioner, Doddaballapur Sub-Division, Bangalore.
	2. Assistant Commissioner, Davanagere Sub-Division, Davanagere.		
	3. Assistant Commissioner, Chitradurga Sub-Division, Chitradurga.	13. Returning Officer of 13-Mandya Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Mandya District, Mandya.
7. Returning Officer of 7-Tumkur Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Tumkur District, Tumkur.		2. Assistant Commissioner, Mandya Sub-Division, Mandya.
	2. Assistant Commissioner, Tumkur Sub-Division, Tumkur.		3. Assistant Commissioner, Pandavapura Sub-Division, Pandavapura.
	3. Assistant Commissioner, Tiptur Sub-Division, Tiptur.		

1	2	1	2
14. Returning Officer of 14-Chamarajanagar (SC) Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Mysore District, Mysore. 2. Assistant Commissioner, Nanjangud Sub-Division, Nanjangud.	20. Returning Officer of 20-Shimoga Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Shimoga District, Shimoga. 2. Assistant Commissioner, Shimoga Sub-Division, Shimoga. 3. Assistant Commissioner, Sagar Sub-Division, Sagar.
15. Returning Officer of 15-Mysore Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Mysore District, Mysore. 2. Municipal Commissioner, City Municipal Council, Mysore. 3. Assistant Commissioner, Mysore Sub-Division, Mysore.	21. Returning Officer of 21-Kanara Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, North Kanara District, Karwar. 2. Headquarters Assistant to Deputy Commissioner, Belgaum District, Belgaum. 3. Assistant Commissioner, Sirsi Sub-Division, Sirsi. 4. Assistant Commissioner, Kumta Sub-Division, Kumta. 5. Assistant Commissioner, Karwar Sub-Division, Karwar. 6. Assistant Commissioner, Bailhongal Sub-Division, Bailhongal. 7. Assistant Commissioner, Belgaum Sub-Division, Belgaum.
16. Returning Officer of 16-Mangalore Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, South Kanara District, Mangalore. 2. Headquarters Assistant to Deputy Commissioner, Coorg. 3. Assistant Commissioner, Mercara Sub-Division, Mercara. 4. Assistant Commissioner, Puttur Sub-Division, Puttur. 5. Assistant Commissioner, Mangalore Sub-Division, Mangalore. 6. Municipal Commissioner City Municipality, Mangalore.	22. Returning Officer of 22-Dharwar South Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Dharwar District, Dharwar. 2. Assistant Commissioner, Savanur Sub-Division, Savanur. 3. Assistant Commissioner, Haveri Sub-Division, Haveri.
17. Returning Officer of 17-Udipi Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, South Kanara District, Mangalore. 2. Assistant Commissioner, Mangalore Sub-Division, Mangalore. 3. Assistant Commissioner, Coondapur Sub-Division, Coondapur.	23. Returning Officer of 23-Dharwar North Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Dharwar District, Dharwar. 2. Assistant Commissioner, Dharwar Sub-Division, Dharwar. 3. Commissioner, Hubli-Dharwar Municipal Corporation, Hubli. 4. Assistant Commissioner, Gadag Sub-Division, Gadag.
18. Returning Officer of 18-Hasan Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Hassan District, Hassan. 2. Assistant Commissioner, Sakleshpur Sub-Division, Sakleshpur. 3. Assistant Commissioner, Hassan Sub-Division, Hassan.	24. Returning Officer of 24-Belgaum Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Belgaum District, Belgaum. 2. Assistant Commissioner, Bailhongal Sub-Division, Bailhongal. 3. Assistant Commissioner, Belgaum Sub-Division, Belgaum.
19. Returning Officer of 19-Chikmagalur Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Chikmagalur District, Chikmagalur. 2. Headquarters Assistant to Deputy Commissioner, South Kanara District, Mangalore. 3. Headquarters Assistant to Deputy Commissioner, Shimoga District, Shimoga. 4. Assistant Commissioner, Puttur Sub-Division, Puttur. 5. Assistant Commissioner, Chikmagalur Sub-Division, Chikmagalur. 6. Assistant Commissioner, Tarikere Sub-Division, Tarikere.	25. Returning Officer of 25-Chikkodi (SC) Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Belgaum District, Belgaum. 2. Assistant Commissioner, Belgaum Sub-Division, Belgaum. 3. Assistant Commissioner, Chikkodi Sub-Division, Chikkodi.

1	2
26. Returning Officer of 26-Bagalkot Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Bijapur District, Bijapur. 2. Headquarters Assistant to Deputy Commissioner, Dharwar District, Dharwar. 3. Assistant Commissioner, Gadag Sub-Division, Gadag. 4. Assistant Commissioner, Jamkhandi Sub-Division, Jamkhandi. 5. Assistant Commissioner, Bagalkot Sub-Division, Bagalkot.
27. Returning Officer of 27-Bijapur Parliamentary Constituency.	1. Headquarters Assistant to Deputy Commissioner, Bijapur District, Bijapur. 2. Assistant Commissioner, Bijapur Sub-Division, Bijapur. 3. Assistant Commissioner, Indi Sub-Division, Indi.

[No. 434/MY/72(2)]

नई दिल्ली, 2 जनवरी, 1973

आदेश

का. आ. 202.—यत्तः, निर्वाचन आयोग का समाधान हो गया है कि 1972 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 38-बनियापुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री भोलानाथ बर्नवाल, ग्राम सलेमपुर, डाकघर धपरा, जिला सारन (बिहार) लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यत्तः, श्री भोलानाथ बर्नवाल को भेजी गई सूचनाएं अपरीक्षित वापस आ गई हैं क्योंकि अभ्यर्थी के रहने का पता ज्ञात नहीं है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस सफलता के लिए कोई प्रयाप्त कारण या न्यायोचित नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग द्वारा उक्त श्री भोलानाथ बर्नवाल को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं. बिहार-वि. स./28/72(1)]

आदेश से

बी. नागसुब्रमण्यन, सचिव ।

New Delhi, the 2nd January, 1973

ORDER

S.O. 202.—Whereas the Election Commission is satisfied that Shri Bholanath Burnwal, R/o village Salempur, P.O. Chapra, District Saran (Bihar) a contesting candidate for general election to the Bihar Legislative Assembly held in 1972

from 38-Baniapur assembly constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas the notices issued to Shri Bholanath Burnwal have been received back undelivered as the whereabouts of the candidate are not known and the Election Commission is satisfied that he has no good reason or justification for the failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bholanath Burnwal, to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/38/72(1)]

By Order

V. NAGASUBRAMANIAN, Secy.

गृह मंत्रालय

नई दिल्ली, 19 जनवरी, 1973

का. आ. 203.—राष्ट्रपति, संविधान के अनुच्छेद 239 के खण्ड (1) के अनुसरण में और भारत सरकार के गृह मंत्रालय की अधिसूचना संख्या का. आ. 2480, तारीख 24 जुलाई, 1967 को अधिष्ठात कर्तव्य हुए, एतद्वारा यह निर्देश दत्त है कि अंडमान और निकोबार द्वीप-समूह अरुणाचल प्रदेश, चण्डीगढ़, दादर और नागर हवेली, दिल्ली, गाँवा, दमण और दीव, लक्काद्वीप, मिनीकोय और अमीनवीसी द्वीप-समूह, मिजोराम और पाण्डिचेरी संघ राज्यक्षेत्रों के प्रशासक (चाहे वह उप-राज्यपाल, मुख्य आयुक्त या प्रशासक कहा जाता हो), राष्ट्रपति के नियंत्रण के अधीन रहते हुए और आगे आदेश होने तक, शासकीय गुप्त बात अधिनियम, 1923 (1923 का 19) की धारा 2 के खण्ड (8) के उप-खण्ड (ग) और (घ) के अधीन अपने-अपने संघ राज्यक्षेत्रों में केन्द्रीय सरकार के कृत्यों का भी निर्वहन करेंगे।

[सं. का. 2/10/72-बू. टी. एल.]

एम. आर. सचदेव, अवर सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 19th January, 1973

S.O. 203.—In pursuance of clause (1) of article 239 of the Constitution, and in supersession of the notification of the Government of India in the Ministry of Home Affairs No. S.O. 2480, dated the 24th July, 1967, the President hereby directs that the Administrators of the Union territories of the Andaman and Nicobar Islands, Arunachal Pradesh, Chandigarh, Dadra and Nagar Haveli, Delhi, Goa, Daman and Diu, the Laccadive, Minicoy and Amindivi Islands, Mizoram and Pondicherry (whether known as Lieutenant Governor, Chief Commissioner or Administrator) shall, subject to the control of the President and until further orders, also discharge the functions of the Central Government under sub-clauses (c) and (d) of clause (8) of section 2 of the Official Secrets Act, 1923 (19 of 1923) within their respective Union territories.

[No. F. 2/10/72-UTL]

M. R. SACHDEVA, Under Secy.

वित्त मंत्रालय

(बैंकिंग विभाग)

रिजर्व बैंक ऑफ इंडिया

नई दिल्ली, 12 जनवरी, 1973

का० प्र० 204:—रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में जनवरी 1973 की 5 तारीख को समाप्त हुए सप्ताह के लिए लेखा

इसू विभाग

देयताएं	रुपये	रुपये	प्राप्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	27,31,96,000		सोने का सिक्का और बुनियात :		
संचालन में नोट	4845,03.63,000		(क) भारत में रखा हुआ	182,53,11,000	
			(ख) भारत के बाहर रखा हुआ	...	
			विदेशी प्रतिभूतियां	171,65,38,000	
जारी किये गये कुल नोट		4872,35,59,000	जोड़		354,18,49,000
			रुपये का सिक्का		18,82,18,000
			भारत सरकार की रुपया प्रतिभूतियां		4499,34,92,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र		...
कुल देयताएं		4872,35,59,000	कुल प्राप्तियां		4872,35,59,000

तारीख 10 जनवरी 1973

आर.के. हजारी, उप गवर्नर

5 जनवरी 1973 की रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	प्राप्तियां	रुपये
चुफ़ता पूंजी	5,00,00,000	नोट	27,31,98,000
भारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,01,000
राष्ट्रीय कृषि ऋण		छोटा सिक्का	3,25,000
(दीर्घकालीन क्रियाएं) निधि	209,00,00,000	खरीदे और भूनाये गये बिल	
राष्ट्रीय कृषि ऋण		(क) देशी	81,06,000
(स्थिरीकरण) निधि	45,00,00,000	(ख) विदेशी	...
राष्ट्रीय औद्योगिक ऋण		(ग) सरकारी खजाना बिल	270,23,67,000
(दीर्घकालीन क्रियाएं) निधि	175,00,00,000	विदेशों में रखा हुआ बकाया *	168,40,13,000
अमाराशियां :-		निवेश **	421,53,31,000
(क) सरकारी		ऋण और अधिम :-	
(i) केन्द्रीय सरकार	55,31,18,000	(i) केन्द्रीय सरकार को	...
(ii) राज्य सरकारें	16,50,15,000	(ii) राज्य सरकारों को	76,09,95,000
(ख) बैंक		ऋण और अधिम :-	
(i) अनुसूचित वाणिज्य बैंक	370,56,76,000	(i) अनुसूचित वाणिज्य बैंकों को †	30,35,20,000
(ii) अनुसूचित राज्य सहकारी बैंक	11,84,23,000	(ii) राज्य सहकारी बैंकों को @	302,60,24,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक	1,06,35,000	(iii) दूसरों को	4,01,22,000
(iv) अन्य बैंक	52,72,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण अधिम और निवेश	
		(क) ऋण और अधिम :-	
		(i) राज्य सरकारों को	53,56,05,000
		(ii) राज्य सहकारी बैंकों को	24,60,38,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	...
		(iv) कृषि पुनर्निर्माण निगम को	10,00,00,000
(ग) अन्य	84,53,26,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	11,23,62,000
वैयक्तिक	70,80,10,000	राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अधिम	
		राज्य सहकारी बैंकों को ऋण और अधिम	28,87,87,000
अन्य देयताएं	371,78,63,000	राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अधिम और निवेश	
		(क) विकास बैंकों को जो ऋण और अधिम	93,06,94,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश	...
		अन्य प्राप्तियां	44,15,50,000
रुपये	1566,93,36,000	रुपये	1566,93,36,000

* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

** राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं हैं।

† राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रवृत्त ऋण और अधिम शामिल नहीं हैं, परन्तु राज्य सरकारों को किये गये अस्थायी शोवर-ड्राफ्ट शामिल हैं।

‡ रिजर्व बैंक ऑफ इंडिया अधिनियम की धारा 17(4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को सीमांत बिलों पर अधिम दिये गये 3,00,00,000 रु. शामिल हैं।

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रवृत्त ऋण और अधिम शामिल नहीं हैं।

तारीख: 10 जनवरी, 1973

आर० के० हजारी उप गवर्नर।

[सं० फ० 1/1/73 की. प्रो. I]

MINISTRY OF FINANCE

Department of Banking

RESERVE BANK OF INDIA

New Delhi, the 12th January, 1973

S.O. 204.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934, for the week ended the 5th day of January 1973.

Issue Department

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	27,31,96,000		Gold Coin and Bullion :—		
Notes in circulation	4845,03,63,000		(a) Held in India	182,53,11,000	
Total Notes issued		4872,35,59,000	(b) Held outside India		
			Foreign Securities	171,65,38,000	
			TOTAL		354,18,49,000
			Rupee Coin		18,82,18,000
			Government of India Rupee Securities		4499,34,92,000
			Internal Bills of Exchange and other commercial paper		
Total Liabilities		4872,35,59,000	Total Assets		4872,35,59,000

Dated the 10th Day of January 1973.

R. K. HAZARI,

Dy. Governor.

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 5th January 1973

Liabilities	Rs.	Assets	Rs.
Capital Paid Up	5,00,00,000	Notes	27,31,96,000
Reserve Fund	150,00,00,000	Rupee Coin	3,01,000
National Agricultural Credit (Long Term Operations) Fund	209,00,00,000	Small Coin	3,25,000
National Agricultural Credit (Stabilisation) Fund	45,00,00,000	Bills Purchased and Discounted :—	
National Industrial Credit (Long Term Operations) Fund	175,00,00,000	(a) Internal	81,06,000
Deposits :—		(b) External	
(a) Government		(c) Government Treasury Bills	270,23,67,000
(i) Central Government	55,31,16,000	Balances Held Abroad*	168,40,13,000
(ii) State Governments	16,50,15,000	Investments**	421,53,31,000
(b) Banks		Loans and Advances to :—	
(i) Scheduled Commercial Banks	370,56,76,000	(i) Central Government	
(ii) Scheduled State Co-operative Banks	11,84,23,000	(ii) State Governments†	76,09,95,000
(iii) Non-Scheduled State Co-operative Banks	1,06,35,000	Loans and Advances to :—	
(iv) Other Banks	52,72,000	(i) Scheduled Commercial Banks‡	30,35,20,000
(c) Others	84,53,26,000	(ii) State Co-operative Banks@	302,60,24,000
Bills Payable	70,80,10,000	(iii) Others	4,01,22,000
Other Liabilities	371,78,63,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
Rupees	1566,93,36,000	(a) Loans and Advances to :—	
		(i) State Governments	53,56,05,000
		(ii) State Co-operative Banks	24,60,38,000
		(iii) Central Land Mortgage Banks	
		(iv) Agricultural Refinance Corporation	10,00,00,000
		(b) Investment in Central Land Mortgage Bank Debentures	11,23,62,000
		Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		Loans and Advances to State Co-operative Banks	28,87,87,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(a) Loans and Advances to the Development Bank	93,06,94,000
		(b) Investment in bonds/debentures issued by the Development Bank	
		Other Assets	44,15,50,000
		Rupees	1566,93,36,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

†Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

‡Includes Rs. 3,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated: the 10th day of January 1973.

R. K. HAZARI

Dy. Governor.

[No. 1 (1)/73 B. O. I.]

C. W. MIRCHANDANI

Under Secy.

(राजस्व और बीमा विभाग)

नई दिल्ली, 27 जनवरी, 1973

आवेश

स्टाम्प

का. आ. 203.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उतर्ने शुल्क से, जो तमिलनाडु विद्युत बोर्ड ऋण, 1984 के सम्बन्ध में तमिलनाडु विद्युत बोर्ड द्वारा निष्पादित चार करोड़ चालीस लाख रुपये के मूल्य के वचनपत्रों पर उक्त अधिनियम के अधीन प्रभाय हैं, एतद्द्वारा छूट देती हैं।

[सं. 1/72-स्टाम्प/फा. सं. 471/71/72-सीमाशुल्क 7]

(Department of Revenue & Insurance)

New Delhi, the 27th January, 1973

ORDER
STAMPS

S.O. 205.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the promissory notes of the value of four crores and forty lakhs of rupees, executed by the Tamil Nadu Electricity Board in connection with the Tamil Nadu Electricity Board Loan, 1984, are chargeable under the said Act.

[No. 1/72-Stamp/F. No. 471/71/72-Cus. VII]

का. आ. 206.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उस शुल्क से जो वचनपत्रों के रूप में 1972 के अगस्त मास में जारी किए गए पचपन लाख रुपये के मूल्य के उड़ीसा राज्य वित्तीय निगम बन्धपत्र 1984 के छह प्रतिशत पर उक्त अधिनियम के अधीन प्रभाय हैं, एतद्द्वारा छूट देती हैं।

[सं. 2/72-स्टाम्प/फा. सं. 471/68/72-सीमाशुल्क 7]

S.O. 206.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the six per cent Orissa State Financial Corporation Bonds 1984, issued in the form of promissory notes, in the month of August, 1972, to the value of fifty-five lakhs of rupees, are chargeable under the said Act.

[No. 2/72-Stamp/F. No. 471/68/72-Cus. VII]

का. आ. 207.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उस शुल्क से, जो हाउसिंग एण्ड अर्बन डेवलपमेंट कॉर्पोरेशन लिमिटेड, नई दिल्ली द्वारा जारी किए जाने वाले पांच करोड़ पचास लाख रुपये के मूल्य के डिबेंचरों और उनके पश्चात्त्वर्ती अन्तरण के साक्ष्य-संबंधी दस्तावेजों पर उक्त अधिनियम के अधीन प्रभाय हैं, एतद्द्वारा छूट देती हैं।

[सं. 3/72-स्टाम्प/फा. सं. 471/72/72-सी. शु. 7]

S.O. 207.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which debentures of the value of five crores and fifty lakhs of rupees, to be issued by the Housing and Urban Development Corporation Limited, New Delhi and the documents evidencing subsequent transfer of the same, are chargeable under the said Act.

[No. 3/72-Stamp/F. No. 471/72/72-Cus. VII]

का. आ. 208.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उस शुल्क से, जो तमिलनाडु विद्युत बोर्ड द्वारा तमिलनाडु विद्युत बोर्ड ऋण, 1983 (द्वितीय आवील) के संबंध में निष्पादित किए गए छह करोड़ साठ लाख रुपये के मूल्य के वचनपत्रों पर उक्त अधिनियम के अधीन प्रभाय हैं, एतद्द्वारा छूट देती हैं।

[सं. 4/72-स्टाम्प/फा. सं. 471/48/72-सीमाशुल्क 7]

के. शंकररामन, अवर सीचव,

S.O. 208.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the promissory notes of the value of six crores and sixty lakhs of rupees, executed by the Tamil Nadu Electricity Board in connection with the Tamil Nadu Electricity Board Loan, 1983 (2nd series) are chargeable under the said Act.

[No. 4/72-Stamp/F. No. 471/48/72-Cus. VII]

K. SANKARARAMAN, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 30 अगस्त, 1972

आयकर

का. आ. 209.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड समय समय पर यथासंशोधित अपनी अधिसूचना सं. 100 (फा. सं. 261/7/72-आई. टी. जे.) तारीख 31 मई, 1972 से संलग्न अनुसूची में एतद्द्वारा निम्नीलिखित संशोधन करता है, अर्थात् :—

उक्त अनुसूची में रायपुर रेंज, रायपुर के सामने स्तंभ 2 के अन्तर्गत निम्नीलिखित जोड़ा जाएगा, अर्थात्: "32 आयकर अधिकारी, बालाघाट।" यह अधिसूचना 1 सितम्बर, 1972 से प्रभावी होगी।

[सं. 166 (फा. सं. 261/7/72-आई. टी. जे.)]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 30th August, 1972

INCOME-TAX

S.O. 209.—In exercise of the powers conferred by sub-section (1) of section 122 of Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its Notification No. 100 (F. No. 261/7/72-ITJ) dated the 31st May, 1972 as amended from time to time viz.

In the said schedule against Raipur Range, Raipur under column 2 the following shall be added, namely,

32. Income-tax Officer Balaghat.

This notification shall take effect from 1st September, 1972.

[No. 166 (F. No. 261/7/72-ITJ)]

नई दिल्ली, 20 सितम्बर, 1972

New Delhi, 10th October, 1972

का. आ. 210.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड अपनी अधिसूचना सं. 152 (फा. सं. 261/15/72-आई टी जे), तारीख 5-8-1972 से संलग्न अनुसूची में एतद्वारा निम्नलिखित संशोधन करता है।

उक्त अनुसूची में क्रम संख्या 17 पर, सहायक आयुक्त (अपील) अम्बाला के सामने स्तंभ 3 के अन्तर्गत मद 16 के पश्चात् निम्नलिखित जोड़ा जाएगा :—

“17 ग-वार्ड, अम्बाला।

18 घ-वार्ड, शिमला।”

यह अधिसूचना 25-9-72 से प्रभावी होगी।

[सं. 192(फा. सं. 261/15/72-आई टी जे)]

New Delhi, the 20th September, 1972

S.O. 210.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes makes the following amendment in the schedule appended to its notification No. 152(F. No. 261/15/72-ITJ) dated 5-8-1972.

In the said schedule, after item 16 under column 3 against the Appellate Assistant Commissioner, Ambala at S. No. 17 the following shall be added:—

17. C-Ward, Ambala.

18. D-Ward, Simla.

This notification shall take effect from 25-9-1972.

[No. 192 (F. No. 261/15/72-ITJ)]

नई दिल्ली, 10 अक्टूबर, 1972

का. आ. 211.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड समय-समय पर यथासंशोधित अपनी अधिसूचना सं. 100 (फा. सं. 261/7/72-आई टी जे) तारीख 31 मई, 1972 से संलग्न अनुसूची में एतद्वारा निम्नलिखित संशोधन करता है, अर्थात् :—

उक्त अनुसूची में रायपुर रेंज, रायपुर के सामने स्तंभ 2 के अन्तर्गत क्रम संख्या 32 के सामने विद्यमान-प्रविष्टि के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

“32 अपर आयकर अधिकारी, ग वार्ड, भिलाई।”

उक्त अनुसूची में जबलपुर रेंज-3, जबलपुर के सामने स्तंभ 2 के अन्तर्गत निम्नलिखित जोड़ा जाएगा “7 आयकर अधिकारी बालाघाट।” यह अधिसूचना 20-10-72 से प्रभावी होगी।

[सं. 201 (फा. सं. 261/7/72-आई टी जे)]

S.O. 211.—In exercise of the powers conferred by sub-section (1) of section 122 of Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its Notification No. 100 (F. No. 261/7/72-ITJ) dated 31st May, 1972 as amended from time to time viz:

In the said Schedule against Raipur Range, Raipur under column 2 for the existing entry against Sr. No. 32 the following shall be substituted namely:

32. Additional Incometax Officer, C-Ward, Bhilai.

In the said Schedule against Jabalpur Range-III, Jabalpur under Column 2 the following shall be added namely:

7. Incometax Officer, Balaghat.

This notification shall take effect from 20-10-1972.

[No. 201 (F. No. 261/7/72-ITJ)]

नई दिल्ली, 19 अक्टूबर, 1972

का. आ. 212.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड अपनी अधिसूचना सं. 98 (फा. सं. 261/17/72-आई टी जे), तारीख 31 मई, 1972 से संलग्न अनुसूची में एतद्वारा निम्नलिखित संशोधन करता है, अर्थात् :—

उक्त अनुसूची में, सहायक आयुक्त (अपील) विशेष रेंज (मुख्यालय) बंगलौर के सामने स्तंभ 2 के अन्तर्गत क्रम संख्या 2 के पश्चात् निम्नलिखित जोड़ा जाएगा :—

“3 कम्पनी सर्किल 3, बंगलौर।”

यह अधिसूचना 31 अक्टूबर, 1972 से प्रभावी होगी।

[सं. 208 (फा. सं. 261/17/72-आई टी जे)]

New Delhi, the 19th October, 1972

S.O. 212.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax, 1961 (43 of 1961) and all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 98 (F. No. 261/17/72-ITJ) dated the 31st May, 1972 viz:

In the said Schedule, under column 2 against the Appellate Assistant Commissioner, Special Range (Hd. Qrs.), Bangalore, after Sl. No. 2, the following shall be added:—

3. Company Circle III, Bangalore.

This Notification shall take effect from 31st October, 1972.

[No. 208 (F. No. 261/7/72-ITJ)]

नई दिल्ली, 24 अक्टूबर, 1972

का. आ. 213.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड अपनी अधिसूचना सं. 109 (फा.

सं. 261/4/72-आई टी जे) तारीख 12 जून, 1972 से अनुलग्न मं
एतद्द्वारा निम्नलिखित संशोधन करता है, अर्थात् :—

उक्त अनुसूची में सहायक आयुक्त (अपील), ख-रेंज, (मुख्यालय)
बड़ौदा के सामने स्तंभ 3 के अन्तर्गत मद 4 के पश्चात् निम्नलिखित
जोड़ा जाएगा :—

“5 सर्किल 3, बड़ौदा।”

यह अधिसूचना 30 अक्टूबर, 1972 से प्रभावी होगी।

[सं. 210 (फा. सं. 261/4/72-आई टी जे)]

New Delhi, the 24th October, 1972

S.O. 213.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and all other powers entitling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 109 (F. No. 261/4/72-ITJ) dated the 12th June, 1972 viz.:

In the said Schedule, under Column 3, against A.A.C., B-Range, (HQ), Baroda, after item 4, the following shall be added:—

5. Circle III, Baroda.

This Notification shall take effect from 30th October, 1972.

[No. 210 (F. No. 261/4/72-ITJ)]

नई दिल्ली, 2 नवम्बर, 1972

फा. आ. 214.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्षकर बोर्ड अपने अधिसूचना सं. 129 (फा. सं. 261/1/72-आई टी जे) तारीख 30-6-72 से उपाबद्ध अनुसूची में निम्नलिखित संशोधन करता है, अर्थात् :—

उक्त अनुसूची में, वाराणसी रेंज, वाराणसी के सामने स्तंभ 3 के अन्तर्गत क्रम संख्या 8 के पश्चात् निम्नलिखित जोड़ा जाएगा:—

“9 सर्किल-1 वाराणसी।

10 सर्किल 2, वाराणसी।”

यह अधिसूचना 15-11-1972 से प्रभावी होगी।

[सं. 214 (फा. सं. 261/1/72-आई टी जे)]

New Delhi, the 2nd November, 1972

S.O. 214.—In exercise of the powers conferred by sub-section (1) of section 122 of Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 129 (F. No. 261/1/72-ITJ) dated the 30-6-1972 viz.

In the said Schedule, under column 3 against Varanasi Range, Varanasi, after Sr. No. 8, the following shall be added:—

9. Circle-I, Varanasi.

10. Circle-II, Varanasi.

This Notification shall take effect from 15-11-1972.

[No. 214 (F. No. 261/7/72-ITJ)]

नई दिल्ली, 14 नवम्बर, 1972

फा. आ. 215.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्षकर बोर्ड एतद्द्वारा निवेश देता है कि नीचे की अनुसूची के स्तंभ 1 में विनिर्दिष्ट रेंजों के सहायक आयकर आयुक्त (अपील), उसके स्तंभ 2 में तत्स्थानों प्रविष्टि में विनिर्दिष्ट आयकर सर्किलों, वार्डों और जिलों में आयकर या अधिकर से निर्धारित सभी व्यक्तियों और आयों के बारे में अपने कृत्यों का पालन करेंगे :—

अनुसूची

रेंज	आयकर सर्किल, वार्ड और जिले
1. सहायक आयुक्त (अपील) 'क' रेंज, जयपुर।	(1) विशेष वार्ड 1 और 2, जयपुर (2) ख-वार्ड, जयपुर। (3) जयपुर के कम्पनी और विशेष सर्वेक्षण सर्किल। (4) हुशुनू के सभी आयकर वार्ड 1 सर्किल
2. सहायक आयुक्त (अपील) ख-रेंज, जयपुर।	(1) विशेष वार्ड 3, जयपुर। (2) क और घ वार्ड, जयपुर। (3) सम्पदा शुल्क सर्किल एवं आयकर कार्यालय जयपुर। (4) सीकर और चूरू के सभी आयकर वार्ड सर्किल।
3. सहायक आयुक्त (अपील) ग-रेंज, जयपुर।	(1) यथाउपयुक्त सहायक आयुक्त (अपील) 'क' और 'ख' रेंज, के सामने विनिर्दिष्ट से भिन्न जयपुर के सभी वार्ड और सर्किल। (2) हनुमानगढ़ के सभी आयकर वार्ड/सर्किल।
4. जोधपुर रेंज	(1) जोधपुर, (2) बाइमेर, और (3) जालौर के सभी आयकर वार्ड और सर्किल।
5. उदयपुर रेंज	(1) उदयपुर, (2) चित्तौड़गढ़, और (3) सिराही के सभी वार्ड और सर्किल
6. अलवर रेंज	(1) अलवर के सभी आयकर वार्ड और सर्किल (2) ख-वार्ड, भरतपुर।
7. कोटा रेंज	(1) (क) कोटा (ख) सवाईमाधोपुर के सभी आयकर वार्ड और सर्किल। (2) क-वार्ड, भरतपुर।
8. अजमेर रेंज	(1) अजमेर, (2) ब्यावर, (3) भीलवाड़ा, और (4) पाली के सभी आयकर वार्ड और सर्किल।
9. बीकानेर रेंज	(1) श्री गंगानगर (2) बीकानेर, और (3) नागौर के सभी वार्ड और सर्किल।

जहाँ इस अधिसूचना द्वारा कोई आयकर सर्किल/वार्ड या जिला या उसका कोई भाग एक रेंज से दूसरी रेंज को अंतरित हो गया हो वहाँ उस आयकर सर्किल, वार्ड या जिले या उसके किसी भाग में किए गए निष्पत्तियों के परिमाणस्वरूप की गई अपीलें जो इस अधिसूचना की तारीख से ठीक पहले उस रेंज के, जिसके वह आयकर सर्किल वार्ड या जिला या उसका कोई भाग अंतरित कर दिया गया है, सहायक आयुक्त (अपील) के समक्ष लम्बित थी, इस अधिसूचना के प्रभावी होने की तारीख से उस रेंज के, जिसको उक्त सर्किल/वार्ड या जिला या उसका कोई भाग अंतरित कर दिया गया है, सहायक आयुक्त (अपील) को अंतरित कर दो जाएंगी जो उनके संबंध में कार्यवाही करेगा।

2. यह अधिसूचना 15 नवम्बर, 1972 से प्रभावी होगी।

[सं० 225 (फा० सं० 261/10/72-आई टी जे)]

पी० के० शरण, अवर सचिव

New Delhi, the 14th November, 1972

S. O. 215.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all the previous Notifications in this regard, the Central Board of Direct Taxes, hereby directs that Appellate Assistant Commissioner of Income-tax of the Ranges specified in column 1 of the Schedule below, shall perform their functions in respect of all persons and income assessed to income-tax or super-tax in the Income-tax Circles/Wards and districts specified in the corresponding entry in column 2 thereof :

SCHEDULE

Range	Income-tax Circles/Wards and Districts
1. Appellate Assistant Commissioner, 'A' Range, Jaipur.	1. Special Wards I & II, Jaipur. 2. B-Ward, Jaipur. 3. Company & Special Survey Circles at Jaipur. 4. All Income-tax Wards/Circles at Jhunjhunu.
2. Appellate Assistant Commissioner, B-Range, Jaipur.	1. Special Ward-III, Jaipur. 2. A & D Wards, Jaipur. 3. Estate Duty Circle cum I.T.O., Jaipur. 4. All Income-tax Wards/Circles at Sikar and Churu.
3. Appellate Assistant Commissioner, C-Range, Jaipur.	1. All Wards and Circles at Jaipur other than specified against A.A.C., 'A' and 'B' Range as above. 2. All Income-tax Wards/Circles at Hanumangarh.
4. Jodhpur Range.	All I.T. Wards and Circles at 1. Jodhpur, 2. Barmer and 3. Jalore.
5. Udaipur Range.	All Wards and Circles at 1. Udaipur, 2. Chittorgarh and 3. Sirohi.
6. Alwar Range.	1. All Income-tax Wards/Circles at Alwar. 2. B-Ward, Bharatpur.
7. Kota Range.	1. All Income-tax Wards and Circles at (a) Kota (b) Sawaimadhopur. 2. A-Ward, Bharatpur.
8. Ajmer Range.	All Income-tax Wards and Circles at 1. Ajmer. 2. Beawer 3. Bhilwara and 4. Pali.
9. Bikaner Range.	All Wards and Circles at : 1. Sri Ganga Nagar, 2. Bikaner and 3. Nagpur.

Where an income-tax Circle/Ward or District or part thereof stands transferred by this Notification from One Range to another Range, appeals arising of assessment made in that Income-tax Circle/Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of Income-tax of the Range from whom that income-tax Circle/Ward or District or part thereof is transferred shall from the date this Notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said Circle/Ward or District or part thereof is transferred.

2. This Notification shall take effect from 15th November, 1972.

[No. 225 (F. No. 261/10/72-ITJ)]

P. K. SHARAN, Under Secy.

केंद्रीय उत्पाद शुल्क समाहर्तालय (कार्यालय समाहर्ता, केंद्रीय उत्पाद शुल्क) कोचीन-3.

कोचीन-3, 30 अक्टूबर, 1972

केंद्रीय उत्पाद शुल्क

का. आ. 216 [सं. 3/72].—1944 की केंद्रीय उत्पाद शुल्क नियमांक 173-जी. (4) नियम के अधीन प्रदत्त शक्तियों का प्रयोग करते हुये मैं, एतद्वारा इस सहायता कार्यालय की दिनांक 21-4-1969 की अधिसूचना सं. 3/69 में निम्नांकित अतिरिक्त संशोधन करती हूँ।

एतद् उपाबद्ध विवरण के स्तंभ चार में क्रम सं. 39, टैरिफ मच सं. 32, विद्युत् प्रकाशीय बल्ब तथा प्रोतदीप्त प्रकाशीय बल्ब के सामने तथा शीशे के आवरण के बाढ़ निम्नांकित शब्द और जोड़ दिये जाएँ।

“और द्विपिच्छक कैप”

[फा. सं. 4/16/317/72 के. उत्पा-1]

काँशल्या नारायणन्, समाहर्ता।

(Office of the Collector of Customs and Central Excise)

Cochin, the 30th October, 1972

CENTRAL EXCISE

S.O. 216 [No. 3/72].—In exercise of the powers conferred on me under Rule 173-G(4) of the Central Excise Rules 1944, I, hereby make the following further amendment to this Collectorate. Notification No. 3/69, dated 21-4-1969, namely:—

In the statement annexed thereto, against S. No. 39, Tariff item No. 32-Electric lighting Bulbs and Fluorescent lighting Bulbs—in column-4 the following words may be added after 'Glass Shells' and 'Bi-Pin caps'.

[F. No. IV/16/317/72. Cx. I]

KAUSALYA NARAYANAN, Collector.

हैदराबाद, 13 दिसम्बर, 1972

का. आ. 217.—1944 की केंद्रीय उत्पादन शुल्क निमावली के 5वें नियम के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, एस. के. श्रीवास्तव, समाहर्ता, केंद्रीय उत्पाद शुल्क, हैदराबाद, एतद्वारा केंद्रीय उत्पादन शुल्क के सहायक समाहर्ताओं को उनके अपने-अपने अधिकार क्षेत्र में, 1944 की केंद्रीय उत्पादन शुल्क नियमावली के क्रमशः 173ख और 173ग नियमों के अन्तर्गत, करदाताओं द्वारा दाखिल की गयी वर्गीकरण तथा मूल्य सूचियों का अनुमोदन करने के लिए "उचित अधिकारी" के रूप में प्राधिकृत करता हूँ।

[सं. 1/72]

एस. के. श्रीवास्तव, समाहर्ता

Hyderabad, the 13th December, 1972

CENTRAL EXCISE

S.O. 217.—In exercise of the powers conferred on me by Rule 5 of the Central Excise Rules, 1944, I, S. K. Srivastava, Collector of Central Excise, Hyderabad, hereby authorise the Assistant Collectors of Central Excise in their respective jurisdictions, as "Proper Officer" for the purpose of approving the classification lists and price lists filed by the assessee under Rules 173-B and 173-C respectively of the Central Excise Rules, 1944.

[No. 1/72]

S. K. SRIVASTAVA, Collector.

विदेश व्यापार मंत्रालय

नई दिल्ली, 8 जनवरी, 1973

का. आ. 218.—निर्यात (क्यालिटी नियंत्रण तथा निरीक्षण), नियम, 1964 के नियम 3 के साथ पठित निर्यात (क्यालिटी नियंत्रण तथा निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा 1 जनवरी, 1973 से एक वर्ष की अवधि के लिए निर्यात निरीक्षण परिषद् के अध्यक्ष के रूप में श्री बी. शंकर को नियुक्त करती है तथा निम्नलिखित को सदस्यों के रूप में नामित करती है :

1. महा निदेशक, तकनीकी विकास, नई दिल्ली।
2. संयुक्त सचिव (एमार्क के कार्यभारी), कृषि मंत्रालय, नई-दिल्ली।
3. उप महा निदेशक (निरीक्षण), संभरण तथा निपटान महा-निदेशालय, नई दिल्ली।
4. सचिव, वस्त्र समिति, बम्बई।
5. श्री ए. आर. भट्ट, 256, सदाशिवपैठ, पूना।
6. श्री सी. चंरियन, अध्यक्ष, समुद्री खाद्य पदार्थ निर्यातक संघ, कोचीन।
7. डा. आर. सी. अमीन, मैसर्स धरेष्यूटिवस कॉमिकल रिसर्च कार्पोरेशन, बम्बई।
8. फिल्को प्राइवेट लि. संवरी, बम्बई के श्री बी. एच. पंचोली।

2. तीन अन्य सदस्यों के नाम बाद में अधिसूचित किए जायेंगे

[सं. 3/38/72-ई. आई. ई. पी.]

एम. के. बी. भटनागर, उप निदेशक (निर्यात संवर्धन)

MINISTRY OF FOREIGN TRADE

New Delhi, the 8th January, 1973

S.O. 218.—In exercise of the powers conferred by section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Shri V. Shankar, as Chairman, and nominates the following as Members of the Export Inspection Council for a period of one year with effect from 1st January, 1973:—

1. Director General, Technical Development, New Delhi.
2. Joint Secretary (in charge of Agmark), Ministry of Agriculture, New Delhi.
3. Deputy Director General (Inspection), Directorate General of Supplies and Disposal, New Delhi.
4. Secretary, Textiles Committee, Bombay.
5. Shri A. R. Bhatt, 256, Sadashivpeth, Poona.
6. Shri C. Cherian, President Sea Food Exporters' Association, Cochin.
7. Dr. R. C. Amin, M/s. Therapeutics Chemical Research Corporation, Bombay.
8. Shri V. H. Pancholi of Dilco Private Ltd., Sewri, Bombay.

2. The names of three other Members will be notified later.

[No. 3/38/72-EIEP]

M. K. B. BHATNAGAR, Deputy Director,
Export Promotion.

मुख्य नियंत्रक, आयात-निर्यात
का कार्यालय

नई दिल्ली, 19 जनवरी, 1973

आदेश

का. आ. 219.—सर्वश्री महेन्द्र यूजाइन स्टील कं. लि., श्री निकेतन शिव सागर इस्टेट, डा. एन बीसेंट रोड, बलीर्, बम्बई-18 को 46,20,000 रु. (छयालीस लाख बीस हजार रु. मात्र) का एक आयात लाइसेंस सं. पी/सी. जी/2062915/एस/आई. बी/40/एच/33-34/सी. जी. 4 दिनांक 18-9-71 स्वीकृत किया गया था। उन्होंने उपर्युक्त लाइसेंस की अनुमतिप सीमाशुल्क कार्यसंबंधी प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क कार्यसंबंधी प्रति अस्थानस्थ हो गई है। आगे यह बताया गया है कि मूल सीमाशुल्क कार्यसंबंधी प्रति सीमाशुल्क प्राधिकारी के पास पंजीकृत करवाई गई थी और 31,86,073 रु. के लिए उसका उपयोग कर लिया गया था और उस में शेष 14,33,927 रु. रह गए थे।

2. इस तर्क के समर्थन में आवेदक ने नोटरी पब्लिक, महाराष्ट्र राज्य, बम्बई के सम्मुख धीधवत् शपथ लेते हुए एक शपथ पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि उक्त लाइसेंस की मूल सीमाशुल्क कार्यसंबंधी प्रति खा गई है। इसीलिए, यथा-संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (सी. सी) के अंतर्गत प्रदत्त अधिकारों का प्रयोग कर लाइसेंस सं. पी/सी/जी/2062915/एस/आई. बी/40/एच/33-34/सी. जी. 4 दिनांक 18-9-71 जो सर्वश्री महेन्द्र यूजाइन स्टील कं. लि., बम्बई को जारी किया गया था उसकी मूल सीमाशुल्क कार्यसंबंधी प्रति एतद् द्वारा रद्द की जाती है।

3. उपर्युक्त लाइसेंस की अनुमतिप सीमाशुल्क कार्यसंबंधी प्रति अलग से जारी की जा रही है।

[सं. 1(63)/70-71/सी. जी-4/3128]

एच. डी. गुप्ता, उप मुख्य नियंत्रक, आयात-निर्यात

(Office of the Chief Controller of Imports and Exports)
New Delhi, the 19th January, 1973

S.O. 220.—M/s. Mahindra Ugine Steel Co. Limited, Shree Niketan, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Bombay-18 was granted an import licence No. P/CG/2062915/S/IB/40/H/33-34/CG. IV dated 18-9-1971 for Rs. 46,20,000 (Rupees Fortysix lakhs and twenty thousand only). They have applied for the issue of a duplicate Customs Purposes copy of the said licence on the ground that the original Customs Purposes copy has been misplaced. It is further stated that the original Customs Purposes copy was registered with the Customs authorities at Bombay and was utilised for Rs. 31,86,073/- and the balance available on it was Rs. 14,33,927.

2. In support of this contention, the applicant has filed an affidavit duly sworn in before Notary Public, Maharashtra Estate, Bombay. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-1955 as amended, the said original Customs Purposes copy of Import licence No. P/CG/2062915/S/IB/40/H/33-34/CG. IV dated 18-9-1971 issued to M/s. Mahindra Ugine Steel Co. Limited, Bombay is hereby cancelled.

3. A duplicate Customs Purposes of the said licence is being issued separately to the licensee.

[No. 1(63)/70-71/CG.IV/3128]

H. D. GUPTA,
Dy. Chief Controller of Imports and Exports.

संयुक्त-मुख्य निर्यातक, आयात-निर्यात का कार्यालय,
(केन्द्रीय लाइसेंस क्षेत्र)

नई दिल्ली, 10 अगस्त, 1972

आदेश

का. आ. 221.—सर्वश्री सहगल रेडियो (प्रोप. रोलैक्स साउन्ड इक्विप-मेंट) 1681/6 जोगीध्यान कालोनी, चांदनी चौक, दिल्ली के रुपया क्षेत्र से प्रवर्धकों के अनुमेष संघटकों के आयात के लिए 22625 रुपये (तेईस हजार छः सौ पच्चीस रुपये मात्र) मूल्य का एक आयात लाइसेंस संख्या पी/एस/1700355/टी/ओ आर/40/डी/33-34, दिनांक 28-8-1971 प्रदान किया गया था। उन्होंने लाइसेंस की सीमाशुल्क निकासी प्रति की अनुमिलिपि के लिए इस आधार पर आवेदन किया है कि 20391 रुपये मात्र का आंशिक उपयोग करने के बाद मूल सीमाशुल्क निकासी प्रति अस्थानस्थ हो गई है।

2. अपने तर्कों के समर्थन में आवेदक ने आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि हॉड बुक, 1972-73 के परिशिष्ट 8 के साथ पड़े जाने वाले पैरा 318(2) में यथा अपेक्षित स्टाम्प कागज पर एक शपथपत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस की मूल सीमाशुल्क निकासी प्रति अस्थानस्थ हो गई है।

3. अद्यतन यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7 दिसम्बर, 1955 की धारा 9 (सी सी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस संख्या: पी/एस/1700355/टी/ओ आर/40/डी/33-34, दिनांक 28-8-1971 की सीमाशुल्क निकासी प्रति को रद्द करने का आदेश देता हूँ।

4. अब आवेदक के मामले पर आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि हॉड बुक, 1972-73 के पैरा 318(2) के अनुसार उक्त लाइसेंस की सीमाशुल्क निकासी प्रति की अनुमिलिपि जारी करने के लिए विचार किया जाएगा।

[सं. एन. पी./एस-8/दिल्ली/ए एम-72/एयू यूटी/सीएलए]

(Office of the Joint Chief Controller of Imports & Exports)
(CLA)

New Delhi, the 10th August, 1972

ORDER

S.O. 221.—M/s. Saigal Radio (prop. Rolex Sound Equipment) 1681/6, Joghian Colony Chandni Chowk, Delhi, were granted an import licence No. P/S/1700355/T/OR/40/D33-34, dated 28-8-1971 for the import of permissible components for Amplifiers on Rupee Area for Rs. 23,625 only (Twenty three thousand six hundred & twenty five). They have applied for the issue of duplicate Custom Control copy of the licence on the ground that Custom purpose copy of the licence has been misplaced after having been utilized partly for Rs. 2,039 only.

2. The applicants have filed an affidavit on stamped paper in support of their contention as required under Para. 318(2) read with appendix 8 of the I.T.C. Handbook of Rules & Procedure, 1972-73. I am satisfied that the original Custom Control Purpose Copy of the licence has been misplaced.

3. In exercise of the powers conferred on me under clause 9(CC) Imports (Control) Order, 1955, dated 7th December, 1955 as amended upto date, I order cancellation of Custom Purpose Copy of licence No. P/S/1700455/T/OR/40/D 33-34, dated 28-9-1971.

4. The applicants' case will now be considered for issue of a duplicate Customs Purpose copy of the said licence in accordance with para 318(2) of I.T.C. Hand Book of Rules & Procedure, 1972-73.

[No. NP/5.8/Del/AM.72/AU.UT.CLA/2169]

नई दिल्ली, 21 अक्टूबर, 1972

आदेश

का. आ. 222.—सर्वश्री वर्मा इलेक्ट्रिक कंपनी, दुकान सं. 64, सेक्टर 22-डी, चंडीगढ़ के सामान्य क्षेत्र से ट्रेनिंग फाइल्स के संघटकों के आयात के लिए 5000 रु. (पांच हजार रु. मात्र) का एक आयात लाइसेंस सं. पी/एस/1713463 दिनांक 30-3-1972 प्रदान किया गया था। उन्होंने लाइसेंस की सीमाशुल्क निकासी प्रति की अनुमिलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क निकासी प्रति किसी भी सीमाशुल्क कार्यालय में पंजीकृत कराए बिना अस्थानस्थ हो गई है।

2. अपने तर्कों के समर्थन में आवेदकों ने आयात व्यापार नियंत्रण नियम तथा क्रियाविधि हॉड बुक, 1972-73 के परिशिष्ट 8 के साथ पड़े जाने वाले पैरा 318(2) में यथा अपेक्षित एक शपथपत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस की मूल सीमाशुल्क निकासी प्रति अस्थानस्थ हो गई है।

3. अद्यतन यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7 दिसम्बर, 1955 की धारा 9 (सी सी) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस सं. पी/एस/1713463 दिनांक 30-3-1972 की सीमाशुल्क निकासी प्रति को रद्द करने का आदेश देता हूँ।

4. अब आवेदक के मामले पर आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि हॉड बुक, 1972-73 के पैरा 318 (1) (2) के अनुसार

उक्त लाइसेंस की सीमाशुल्क निकासी प्रति की अनुमति जारी करने के लिए विचार किया जाएगा।

[सं. पी/वी/2/एन.यू.एम. 72/सी एच/3744]

New Delhi, the 21st October, 1972

ORDER

S.O. 222.—M/s. Varma Electric Co. Shop No. 64, Sector 22-D, Chandigarh were granted an Import Licence No. P/S/1713463, dated 30th March, 1972 for the import of components for tuning coils on general area for Rs. 5,000 (Rupees Five Thousand only). They have applied for the issue of duplicate Customs Purpose copy of the licence on the ground that the Customs Purposes copy of the licence has been misplaced without having been registered at any Customs House.

2. The applicants have filed an affidavit on stamped paper in support of their contention as required under para 318(2) read with Appendix 8 of the I.T.C. Handbook of Rules and Procedure 1972-73. I am satisfied that the original Customs Purpose Copy of the licence has been misplaced.

3. In exercise of the powers conferred on me under clause 9(CC) Imports (Control) Order, 1955 dated 7th December, 1955 as amended up-to-date, I order cancellation of customs Purpose Copy of Licence No. P/S/1713463, dated 30th March, 1972.

4. The applicants case will now be considered for issue of a duplicate customs purpose copy of the said licence in accordance with Para 218(1) & (2) of I.T.C. Handbook of rules and Procedure, 1972-73.

[No. P/V/2/NU. AM.72/CH. 3744]

नई दिल्ली, 23 अक्टूबर, 1972

आदेश

का. आ. 223.—सर्वश्री वर्मा इलेक्ट्रिक कंपनी, शाग नं. 64, सेक्टर 22-डी चण्डीगढ़ को सामान्य क्षेत्र से आई. एच. टी. के लिए अनुमति संघटकों के आयात के लिए 5000 रु. (पांच हजार रु. मात्र) मूल्य का एक आयात लाइसेंस सं. पी/एस/1713499 दिनांक 30.3.1972 प्रदान किया गया था। उन्होंने लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुमति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति किसी सीमाशुल्क कार्यालय में पंजीकृत कराए बिना और बिल्कुल उपयोग किये बिना अस्थानस्थ हो गई है।

2. अपने तर्कों के समर्थन में आवेदक ने आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि हंडबुक, 1972-73 के परिशिष्ट 8 के साथ पड़े जाने वाले पैरा 318(2) में तथा अपेक्षित स्टाम्प कागज पर एक शपथपत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति अस्थानस्थ हो गई है।

3. अद्यतन सहायशासित आयात (नियंत्रण) आदेश, 1955, दिनांक 7 दिसम्बर, 1955 की धारा 9 (सी सी) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस सं. पी/एस/1713499 दिनांक 30-3-1972 की सीमाशुल्क प्रयोजन प्रति को रद्द करने का आदेश देता हूँ।

4. अब आवेदक के मामले पर आयात व्यापार नियंत्रण, नियम तथा क्रियाविधि हंडबुक, 1972-73 के पैरा 318 (1) (2) के अनुसार उक्त लाइसेंस की सीमाशुल्क निकासी प्रति की अनुमति जारी करने के लिए विचार किया जाएगा।

[सं. पी/वी 1/एन यू/ए एस-72/ए यू.टी. सी एल ए]

डी. एस. मॉर्करीमा, उप-मुख्य नियंत्रक आयात-निर्यात
कृत संयुक्त मुख्य नियंत्रक, आयात-निर्यात

New Delhi, the 23rd October, 1972

ORDER

S.O. 223.—M/s. Varma Electric Co., Shop No. 64, Sector 22-D, Chandigarh were granted an Import Licence No. P/S/1713499, dated 30th March, 1972 for the import of permissible components for I.F.T. on general area for Rs. 5000 only (Rupees Five thousand only). They have applied for the issue of duplicate Customs Purpose Copy of the licence on the ground that Customs Purpose Copy of the licence has been misplaced without having been utilised at any customs house or utilised at all.

2. The applicants have filed an affidavit on stamped paper in support of their contention as required under para 318(2) read with Appendix 8 of the I.T.C. Handbook of Rules and Procedure 1972-73. I am satisfied that the original Customs Purpose copy of the licence has been misplaced.

3. In exercise of the powers conferred on me under clause 9(CC) Imports (Control) Order, 1955 dated 7th December, 1955, as amended upto-date, I order cancellation of Customs Purpose Copy of licence No. P/S/1713499, dated 30th March, 1972.

4. The applicants' case will now be considered for issue of a duplicate Customs Purpose copy of the said licence in accordance with Para 318(1) & (2) of I.T.C. Handbook of Rules and Procedure, 1972-73.

[No. P/V/1/NU/AM-72/AU.UT.CIA.3743]

D. S. MORKRIMA,

Dy. Chief Controller of Imports and Exports
for Jt. Chief Controller of Imports and Exports

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

लोहा तथा इस्पात

फरीदाबाद, 6 जुलाई, 1972

आदेश

का. आ. 224.—सर्वश्री सनलाइट फाउंड्री, लखनऊ रोड, गाराबंकी (यू. पी.) को अप्रैल-मार्च, 1972 अवधि के लिए सामान्य मूद्रा क्षेत्र के अन्तर्गत (1) 5900 रु. का आयात लाइसेंस सं. पी/8561102/सी/एक्स एक्स/41/डी/33-34 दिनांक 17-12-71 (2) अप्रैल-मार्च, 1972 अवधि के लिए यू. के. अनुरक्षण ऋण के अंतर्गत 5900 रु. का आयात लाइसेंस सं. पी/एस/8561103/आर/एम एल/41/डी/33-34/एम एल-1 दिनांक 17-12-71 (3) अप्रैल-मार्च, 1972 अवधि के लिए सामान्य मूद्रा क्षेत्र के अंतर्गत 19,997 रु. का आयात लाइसेंस सं. पी/एस/8561104/सी/एक्स एक्स/41/डी/33-34 दिनांक 17-12-71 (4) अप्रैल-मार्च, 72 अवधि के लिए यू. के. अनुरक्षण ऋण के अंतर्गत 19,998 रु. का आयात लाइसेंस सं. पी. एस/8561105/आर/एम एल/41/डी/33-34 एम एल-1 दिनांक 17-12-71 सभी बम्बई पंजीयन पत्तन के लिए स्वीकृत किए गए थे। उन्होंने उक्त लाइसेंसों की अनुमति सीमाशुल्क कार्यसंबंधी और मूद्रा विनियम नियंत्रण प्रतियां के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क कार्यसंबंधी और मूद्रा विनियम नियंत्रण प्रतियां खो गई हैं/अस्थानस्थ हो गई हैं। अगर यह बताया गया है कि मूल लाइसेंस किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं करवाए गए थे और उनका बिल्कुल उपयोग नहीं किया गया था।

उक्त तर्कों के समर्थन में आवेदक ने तीन शपथ पत्र दाखिल किए हैं। मैं संतुष्ट हूँ कि उपर्युक्त लाइसेंसों की मूल सीमा-शुल्क कार्य संबंधी तथा मूद्रा विनियम नियंत्रण प्रतियां खो गई हैं/अस्थानस्थ हो गई हैं और निदेश देता हूँ कि आवेदक को विषयाधीन लाइसेंसों की मूल सीमाशुल्क कार्यसंबंधी तथा मूद्रा विनियम नियंत्रण प्रतियां को रद्द करते हुए अनुमति सीमा-

शुल्क कार्यसंबंधी तथा मूद्रा विनिमय नियंत्रण प्रतियां जारी की जानी चाहिए।

[सं. पी/एस.2/ए.एम. 72/ईएक्स/ए. यू. यू. पी/ए. आई.

एस. सी/एल. सी/3]

(Office of the Chief Controller of Imports & Exports, Iron & Steel)

CANCELLATION ORDER

S.O. 224.—M/s. Sunlight Foundry Lucknow Road, Barabanki (U.P.) were granted four import licences (1) P/S/8561102/C/XX/41/D/33-34, dated 17-12-1971 for Rs. 5,900/- under GCA for AM. 72 period, (2) P/S/8561108/R/ML/41/D/33-34, MLI dated 17-12-1971 for Rs. 5,900/- under U. K. India Maintenance Loan for AM. 72 period (3) P/S/8561104/C/XX/41/D/33-34, dated 17-12-1971 for Rs. 19,997 under GCA for AM. 72 period and (4) P/S/8561105/R/ML/41/D/33-34, MLI dated 17-12-1971 for Rs. 19,997/- under GCA for AM. 72 period and (4) P/S/AM. 72 period with the port of Regn. Bombay. They have applied for the duplicate Exchange Control and Custom Clearance Purpose Copies of the said licences on the ground that original ECP and CCP copies of the said licences have been lost/misplaced. It is further stated that the original licences were not registered with any Customs Authorities and were not utilised at all.

In support of this contention, the applicant has filed three affidavits. I am satisfied that original ECP and CCP copies of the aforesaid licences have been lost/misplaced and direct that duplicate ECP and CCP copies should be issued to the applicant in cancellation of original ECP and CCP copies of the licences in question.

[No. P/S.2/AM. 72/EX/AU UP/AISC/LC. III]

फरीदाबाद, 22 नवम्बर, 1972

आवृत्ति

का. आ. 225.—सर्वश्री इन्टरनेशनल मैन्यू. कं. रीजिस्टर्ड, अस्पताल रोड जगरांव जिला लुधियाना को अप्रैल-मार्च, 1972 अवधि के लिए सामान्य मूद्रा क्षेत्र तथा यू. के. क्रेडिट के अंतर्गत सभी कोटिड शीट कटिंग को छोड़ कर एम. एस. शीट कटिंग तथा 5 एम एम से कम कटलेंथ में नुक्सवाली शीट्स के आयात के लिए 5000 रु. तथा 1000 रु. के क्रमशः आयात लाइसेंस सं. पी/एस/8558457/सी/एक्स एक्स/40/डी/3334 तथा पी/एस/8558458/आर एम एल/40/डी/33-34 दोनों का दिनांक 7-8-71 है, स्वीकृत किए गए थे। उन्होंने उपर्युक्त लाइसेंसों की अनुरूप मूद्रा विनिमय नियंत्रण प्रतियों के लिए इस आधार पर आवेदन किया है कि लाइसेंसों की मूल मूद्रा विनिमय नियंत्रण प्रतियां खो गई हैं। आगे यह बताया गया है कि लाइसेंसों का वित्कुल उपयोग नहीं किया गया था।

इस तर्क के समर्थन में आवेदक ने एक शपथ पत्र दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस संख्याएं पी/एस/8558457/सी/एक्स एक्स/40/डी/33-34 तथा पी/एस/8558458/आर/एम एल/40/डी/33-34 दोनों का दिनांक 7-8-71 है की मूल मूद्रा विनिमय नियंत्रण प्रतियां खो गई हैं और निदेश देता हूँ कि

आवेदक को विषयाधीन मूल लाइसेंसों को रद्द करते हुए अनुरूप मूद्रा विनिमय नियंत्रण प्रतियां जारी की जानी चाहिए।

[सं. पी/आई-1/ए.एम.72/एल. यू/ए. यू. पी. श्री/डी. सी. सी. एफ/27111]

कं. एन. कपूर, उप-मुख्य नियंत्रक

Faridabad, the 22nd November, 1972

CANCELLATION ORDER

S.O. 225.—M/s. International Mfg. Co. Regd., Hospital Road, Jagraon Distt. Ludhiana were granted two import licence Nos. P/S/8558457/C/XX/40/D/33-34 and P/S/8558458/R/ML/40/D/33-34 both dated 7-8-1971 for Rs. 5,000 and Rs. 1,000 issued under G.C.A. and U.K. Credit respectively for the item M. S. Sheet Cuttings and Defective Sheets in cut length below 5 mm thick excluding all coated sheet cuttings for the period AM:72 with the port of registration Bombay. They have applied for duplicate Exchange Control Purpose copies of these Import Licences on the ground that the Original Exchange Control Purpose copies of these licences have been lost. It is stated that licences were not utilised at all.

In support of this contention the application has filed an affidavit. I am satisfied that the original Exchange Control Purpose copies of import licence Nos. P/S/8558457/C/XX/40/D/33-34 and P/S/8558458/R/ML/40/D/33-34 both dated 7-8-1971 have been lost and direct that the duplicate licence is Exchange Control Purpose copies should be issued to the applicant in cancellation of the original licence in question.

[No. P/I.1/AM:72/NU/AUPB/DCCF/27111]

K. N. KAPOOR,
Dy. Chief Controller of Imports and Exports.

औद्योगिक विकास मंत्रालय

(भारतीय मानक संस्था)

नई दिल्ली, 15 जनवरी, 1973

का. आ. 226.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन बिहून) विनियम 1955 के विनियम 3 के उपविनियम (1) के अनुसार तथा IS : 1897-1971 बिजली के कार्यान्वित के लिए तांबे की पत्ती (पहला पुनरीक्षण) के प्रकाशित होने के फलस्वरूप अधिसूचित किया जाता है कि IS : 3285-1965 बिजली के कार्यान्वित के लिए खिंची अथवा वोल्लत किनारों वाली तांबे की पत्ती (150 मि. मी. से अधिक चौड़ाई वाली) जिसके धारों एस. ओ. 4023 दिनांक 20 दिसम्बर 1966 के अंतर्गत भारत के राजपत्र भाग 2 खण्ड 3 उपखण्ड (2) में दिनांक 31 दिसम्बर 1966 को प्रकाशित हुए थे, रद्द कर दिया गया है। इस मानक में धी गड्ढे अपेक्षा में IS : 1897-1971 में शामिल कर ली गई है।

[सं. सी. एस. डी/13:7]

ए. बी. राव, निदेशक (संकेत मावर्स)

MINISTRY OF INDUSTRIAL DEVELOPMENT

(Indian Standards Institution)

New Delhi, the 15th January, 1973

S.O. 226.—In pursuance of sub-regulation (1) of regulation 5 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, and consequent upon publication of IS: 1897—1971 Copper strip for electrical purposes (first revision), it is, hereby, notified that IS: 3285—1965 Copper strip for electrical purposes with drawn or rolled edges (above 150 mm width), details of which were published under notification number S.O. 4023 dated 20th December, 1966, in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 31st December, 1966, has been cancelled. The requirements of IS: 3285—1965 have been covered in IS: 1897—1971.

[No. CMD/13:7]

A. B. RAO, Director (Central Marks).

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 11 जनवरी, 1973

का. आ. 227.—नाविक भविष्य योजना, 1966 के पैरा 44 के साथ पठित नाविक भविष्य निधि अधिनियम, 1966 (1966 का 4) की धारा 4 की उप-धारा (3) के अनुसार में और भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या सा. आ. 2445, दिनांक 9 सितम्बर, 1972 के अतिरिक्त में, केन्द्रीय सरकार एतद्वारा यह निर्देश देती है कि आवश्यक जावकों द्वारा घटाए गए निर्वाह निधि अंशदानों, ब्याज और अन्य प्राप्तिरों में से संवित्त धन निम्नलिखित ढंग से लगाया जाएगा :—

पहली जुलाई, 1972 से 30 सितम्बर, 1972 तक और मार्च, 1973 1-4-1973 से आगे तक

i केन्द्रीय सरकार प्रतिभूतियाँ और अल्प बचत शकधर मावधि जमा के अतिरिक्त	45 प्रतिशत	---
ii राज्य सरकार प्रतिभूतियाँ और राज्य या केन्द्रीय सरकार गारंटी शुदा प्रतिभूतियाँ	25 प्रतिशत	25 प्रतिशत
iii डाकघर मावधि जमा	30 प्रतिशत	75 प्रतिशत

परन्तु, पहली अप्रैल, 1972 से 30 जून, 1972 तक की अवधि के दौरान (2) में उल्लिखित प्रतिभूतियों में लगाये गए धन में किसी कमी की पूर्ति। जुलाई, 1972 से 31 मार्च, 1973 तक की अवधि के दौरान पूरी की जाएगी, ताकि 1972-73 के दौरान इन प्रतिभूतियों में समस्त निवेश 25 प्रतिशत हो।

2. सभी निर्वाह निधि संवित्त धन का पुनर्निवेश (भत्तों की केन्द्रीय सरकार द्वारा निर्मित और जारी की गई प्रतिभूतियों में या केन्द्रीय सरकार द्वारा जारी किए गए बचत पत्रों या राज्य सरकार द्वारा निर्मित और जारी की गई प्रतिभूतियों में धन लगाया गया हो) भी उपर्युक्त पैरा 1 में उल्लिखित ढंग के अनुसार ही होगा।

3. इस अधिसूचना को 1 जुलाई, 1972 से प्रवृत्त हुआ माना जाएगा।

[सं. 5-एम. टी. (5)/72.]

वि. वि. सुब्रह्मण्यम, उप सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 11th January, 1973

S.O. 227.—In pursuance of sub-section (3) of section 4 of the Seamen's Provident Fund Act, 1966 (4 of 1966), read with paragraph 44 of the Seamen's Provident Fund Scheme, 1966, and in supersession of the notification of the Government of India, in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 2445, dated 9th September, 1972 the Central Government hereby directs that accumulations out of provident fund contributions, interest and other receipts as reduced by obligatory outgoings, shall

be invested in accordance with the following pattern, namely :—

	From 1st July 1972 to 30th September, 1972 and from 1.4.73 onwards.	From 1st October, 1972 to 31st March 1973.
i Central Government Securities and Small Savings other than Post Office Time Deposits)	45%	---
ii State Government securities and State or Central Government guaranteed securities.	25%	25%
iii Post Office Time Deposit.	30%	75%

Provided that any shortfall in investment in the securities referred at (ii), during the period from 1st April, 1972 to 30th June, 1972 shall be made up during the period from 1st July, 1972 to 31st March, 1973 so that the overall investment in these securities during the 1972-73 should be 25 per cent.

2. All re-investment of provident fund accumulations (whether invested in securities created and issued by the Central Government or in savings certificate issued by the Central Government or in securities created and issued by a State Government) shall also be made according to the pattern mentioned in paragraph 1 above.

3. This notification shall be deemed to have come into force with effect from the 1st July, 1972.

[No. 5-MT(5)/72]

V. V. SUBRAHMANYAM, Dy. Secy.

सिंचाई और विद्युत् मंत्रालय

नई दिल्ली, 17 जनवरी, 1973

का. आ. 228.—विद्युत् (प्रदाय) अधिनियम, 1948 (1948 का 54) की धारा 3 में प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, सिंचाई और विद्युत् मंत्रालय को समय समय पर संशोधित अधिसूचना संख्या वि. नं०-28(8)/71 दिनांक 20 जुलाई, 1971, के प्रतिस्थापन में, केन्द्रीय सरकार एतद्वारा, केन्द्रीय विद्युत् प्राधिकरण जिसमें निम्न सदस्य नामशः—

1. श्री. बी. आर. आर. आयंगर, उपाध्यक्ष, केन्द्रीय जल और विद्युत् आयोग (विद्युत् स्कंध), नई दिल्ली।
2. श्री एस. एन. विन्भो, संयुक्त सचिव (विद्युत्), सिंचाई और विद्युत् मंत्रालय।
3. श्री पी. जी. गांखले, संयुक्त सचिव व विधि सहायकार, विधि और न्याय मंत्रालय, नई दिल्ली।
4. श्री पी. पी. गंगाधरन, सदस्य (प्राणिज्यक), केन्द्रीय जल और विद्युत् आयोग (विद्युत् स्कंध), नई दिल्ली।
5. श्री एन. वेंकटेशन, सदस्य (सम्प्रयोजन), केन्द्रीय जल और विद्युत् आयोग (विद्युत् स्कंध), नई दिल्ली।
6. श्री एन. टाटा राय, सदस्य (तापीय), केन्द्रीय जल और विद्युत् आयोग (विद्युत् स्कंध), नई दिल्ली।

होंगे, का आगामी आदेशों तक गठन करती हैं और श्री बी. आर. आर. आयंगर को उक्त प्राधिकरण के अध्यक्ष के रूप में नियुक्त करती हैं।

[सं. वि. नं०-28(8)/72]

एस. रामनाथन, उपनिदेशक

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 17th January, 1973

S.O. 228.—In exercise of the powers conferred by section 3 of the Electricity (Supply) Act, 1948 (54 of 1948) and in supersession of the Notification of the Government of India in the Ministry of Irrigation and Power No. EL-II-28(9)/71, dated 20th July, 1971, as amended from time to time, the Central Government hereby constitutes, until further orders, the Central Electricity Authority consisting of the following members, namely:—

1. Shri B. R. R. Iyengar, Vice-Chairman, Central Water and Power Commission, (Power Wing), New Delhi.
2. Shri S. N. Vinze, Joint Secretary (Power), Ministry of Irrigation and Power, New Delhi.
3. Shri P. G. Gokhale, Joint Secretary and Legal Adviser, Ministry of Law and Justice, New Delhi.
4. Shri P. P. Gangadharan, Member (Commercial), Central Water and Power Commission (Power Wing), New Delhi.
5. Shri N. Venkatesan, Member (U), Central Water and Power Commission, (Power Wing), New Delhi.
6. Shri N. Tata Rao, Member (Thermal), Central Water and Power Commission (Power Wing), New Delhi.

and

appoints Shri B. R. R. Iyengar, as Chairman of the said Authority.

[No. EL-II-28(8)/72.]

M. RAMANATHAN, Dy. Director.

श्रम और पुनर्वास मंत्रालय

(श्रम और राजगार विभाग)

नई दिल्ली, 6 दिसम्बर, 1972

आदेश

क्र. आ. 229.—यतः केन्द्रीय सरकार की राय है कि इससे उपबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में प्यारे सीतलपुर कोलियरी (प्यारे सीतलपुर कोल कम्पनि लिमिटेड), हावड़ा उत्तरा. जिला बर्द्वान के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ;

अनुसूची

“क्या प्यारे सीतलपुर कोलियरी (प्यारे सीतलपुर कोल कम्पनि लिमिटेड), हावड़ा उत्तरा. जिला बर्द्वान के प्रबन्धन से सम्बद्ध का. उपाबंध ‘क’ में वर्णन 58 कर्मचारों को 25 जून, 1972 से काम से रोक देना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुपात के हकदार हैं?”

उपाबंध “क”

क्रम सं.	नाम	पदनाम
1.	सादरु हरिजन	लांडर
2.	भुनेश्वर शौ	"
3.	तिलक राय	खनिक
4.	टिपन राय	"
5.	मांती लाल हरिजन	लांडर
6.	कदर हरिजन	"
7.	भृगुनाथ राजगार	खनिक
8.	बिद्याचल कटार	"
9.	मन्नु हरिजन	लांडर
10.	बंसराज हरिजन	लांडर
11.	रामनिवास पासी	"
12.	राम निहार पासी	"
13.	कालीदीन अहीर	चपरासी
14.	सुखदेव सिंह	ट्रेमर
15.	रामबहादुर पासी	लांडर
16.	तिलकधारी पासी	"
17.	सुराजुद्दीन मिर्चा	लांडर
18.	श्याम नारायण सिंह	"
19.	रामसकल गोरारिया	"
20.	रामनिवास गोरारिया	"
21.	राजवली राजकुमार	"
22.	श्यामलाल बराई	"
23.	प्रभु हरिजन	"
24.	लोगेश्वर जादव	लूजमेन
25.	रामेश्वर जादव	"
26.	सिद्धधारी दांभी	खनिक
27.	धर्मा घोषी	"
28.	सुभादार पीडित	लांडर
29.	कीपल देव सिंह	खनिक
30.	रिजदेश अहीर	लांडर
31.	धद्री पासी	"
32.	तित्थी जादव	"
33.	गुन्दर जादव	"
34.	रामाबोध जादव	"
35.	कीपल जादव	"
36.	रामभजन गोरारिया	"
37.	मींगरु हरिजन	"
38.	सिंधासन दुराद	"
39.	रामनन्दन मुहया	"
40.	राजदेश पाखान	"
41.	नरेश गिरी	खनिक
42.	परिचन सिंह	चपरासी
43.	नोखलाल पासी	लांडर

क्र० सं०	नाम	पद नाम	S. No.	Name	Designation Loader
44.	रामसुन्दर पासी	लोडर	12.	Ramnihor Pasi	"
45.	गुलीराम पासी	"	13.	Kalidin Ahir	Chapraasi
46.	सामपाल पासी	"	14.	Mukhedeo Singh	Trammer
47.	कनार्ड लाल पासी	"	15.	Rambahadur Pasi	Loader
48.	मृनीलाल पासी	"	16.	Tilakdhari Pasi	"
49.	बृजनांशी सिंह	ट्रेमर	17.	Surajuddin Mia	"
50.	शामु मिया	खनिज	18.	Shyam Narayan Singh	"
51.	लालु मिया	"	19.	Ramsakal Goraria	"
52.	दुखीनाथ सोन	लोडर	20.	Ramnibash Goraria	"
53.	रामहराफ अहीर	खनिज	21.	Rajbali Rajbhar	"
54.	रामफल अहीर	"	22.	Shyamlal Barai	"
55.	सरजू अहीर	चपरासी	23.	Prabu Harijan	"
56.	अमीन खेरी	लोडर	24.	Logeswar Jadab	Looseman

[सं. एल./19012/101/72-एल. आर.-2]

MINISTRY OF LABOUR AND REHABILITATION
(Department of Labour and Employment)

New Delhi, the 6th December, 1972

ORDER

S.O. 229.—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Pure Sitalpur Colliery (Pure Sitalpur Coal Concern Limited), Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND WHEREAS the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Pure Sitalpur Colliery (Pure Sitalpur Coal Concern Limited), Post Office Ukhra, District Burdwan are justified in stopping from work the 56 workmen as per Annexure 'A' with effect from the 25th June, 1972? If not, to what relief are the workmen entitled?"

ANNEXURE 'A'

S. No.	Name	Designation
1.	Khadaru Harijan	Loader
2.	Muneswar Show	"
3.	Tilak Rai	Miner
4.	Tipan Rai	"
5.	Motilal Harijan	Loader
6.	Kadar Harijan	"
7.	Bhrigunath Rajbhar	Miner
8.	Bindhachal Kahar	"
9.	Mannu Harijan	Loader
10.	Bansraj Harijan	"
11.	Ramnibash Pasi	"

31.	Badri Pasi	"
32.	Tiddi Jadab	"
33.	Sundar Jadab	"
34.	Ramabodh Jadab	"
35.	Kapil Jadab	"
36.	Rambhajan Goraria	"
37.	Mongru Harijan	"
38.	Singhason Dosad	"
39.	Ramnandan Bhuiya	"
40.	Rajdeo Pasawan	"
41.	Naresh Giri	Miner
42.	Parichan Singh	Chapraasi
43.	Nokhlal Pasi	Loader
44.	Ramsundar Pasi	"
45.	Guliram Pasi	"
46.	Sampol Pasi	"
47.	Kanailal Pasi	"
48.	Nokhlal Pasi	Loader
49.	Brijbanshi Singh	Trammer
50.	Shamu Mia	Miner
51.	Lalu Mia	"
52.	Dukhinath Sow	Loader
53.	Ramharaf Ahir	Miner
54.	Ramfal Ahir	"
55.	Sarju Ahir	Chapraasi
56.	Amin Dobi	Loader

[No L/19012/101/72-LRII]

नई दिल्ली, 18 दिसम्बर, 1972

आदेश

का. आ. 230.—यतः केन्द्रीय सरकार को राय है कि इससे उपावद्ध अनुराची में विनिर्दिष्ट विषयों के बारे में रिजर्व बैंक आफ इण्डिया से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्दिष्ट करना संसदीय समझती है ;

अतः, अथ, औद्योगिक विवाद आधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री एस. एच. जे. नक्वी होंगे जिनका मुख्यालय कानपुर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

क्या रिजर्व बैंक आफ इण्डिया, कानपुर के प्रबंधतंत्र की, श्री बी. पी. श्रीवास्तव, लिपिक श्रेणी 1 को, तारीख 22 जून, 1970 से 9 जुलाई, 1971 तक निलम्बित करने और चार प्रक्रमों पर उसके वेतन में कमी करके शांति देने की कार्यवाही न्यायोचिन्ता है? यदि नहीं, तो वह किस अनुलोप का हकदार है?

[सं. एल. 12012/88/72/एल आर 3]

New Delhi, the 18th December, 1972

ORDER

S.O. 230.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Reserve Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. J. Naqvi shall be the Presiding Officer, with headquarters at Kanpur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Reserve Bank of India, Kanpur in placing Shri B. P. Sri-vastava, Clerk Grade-I under suspension from the 22nd June, 1970 to the 9th July, 1971 and inflicting a penalty of reduction of his pay by four stages is justified? If not, to what relief, is he entitled?"

[No. L. 12012/88/72/LRIII]

नई दिल्ली, 20 दिसम्बर, 1972

आवृत्ति

का.आ. 231.—यतः केन्द्रीय सरकार की राय है कि द्वारा उपबद्ध अनुसूची में त्रिनिर्दिष्ट विषयों के बारे में बैंक आफ मद्रास से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक निर्दिष्ट करना वांछनीय समझती है :

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्दिष्ट करना वांछनीय समझती है :

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री थिरु जी. गोपीनाथ होंगे जिनका मुख्यालय मद्रास होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

क्या बैंक आफ मद्रास के प्रबंधतंत्र का, 1972 के वर्ष के दौरान लगभग 400 शिक्षु-लिपिकों को दिए गए वेतन मान से भिन्न वेतन मान पर नियुक्त करना न्यायोचित था और क्या ऐसे शिक्षु-लिपिकों को बैंक में प्रसामान्य लिपिकीय-काम करने के लिए लगाया गया था। यदि उन्हें उक्त काम पर लगाया गया था तो उक्त कर्मकार किस अनुलोप के, यदि कोई हो, हकदार हैं?

[सं. एल. 12011/19/72-एल. आर.-3]

New Delhi, the 20th December, 1972

ORDER

S.O. 231.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Madras and their workmen in respect of the matter specified in the schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Thiru G. Gopinath shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the management of the Bank of Madras was justified in appointing about 400 apprentice clerks during the year 1972 on a scale other than the awarded scale of pay and whether such apprentice clerks were engaged for doing the normal clerical duties in the Bank. If they were engaged for the said duties to what relief, if any are, the said workmen entitled?"

[No. L. 12011/19/72-LRIII]

नई दिल्ली, 23 दिसम्बर, 1972

आवृत्ति

का.आ. 232.—यतः सेंट्रल बैंक आफ इण्डिया से सम्बद्ध नियोजकों और उनके कर्मचारियों ने, जिनका प्रतिनिधित्व सेंट्रल बैंक एम्प्लाइज यूनियन, दिल्ली करती है, संयुक्त रूप से एक आवेदन उनके बीच उन बातों की बाबत, जो उक्त आवेदन में उपस्थित हैं और इससे उपबद्ध अनुसूची में प्रत्युत्पादित हैं, विद्यमान औद्योगिक विवाद को किसी औद्योगिक अधिकरण को निर्दिष्ट करने के लिए केन्द्रीय सरकार को दिया है;

और यतः केन्द्रीय सरकार का समाधान हो गया है कि उक्त सेंट्रल बैंक एम्प्लाइज यूनियन, दिल्ली, कर्मचारियों की बहुसंख्या का प्रतिनिधित्व करती है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण, दिल्ली को न्यायनिर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

- (1) क्या, सेंट्रल बैंक आफ इन्डिया की नया बाजार शाखा के श्री राम आधार उपाध्याय दफ्तरी द्वारा किए जाने वाले कर्तव्यों के ध्यान में रखते हुए, वह किसी धन-सम्बन्धी लाभ का हकदार है और यदि हां, तो ऐसे धन-सम्बन्धी अनुत्पाद को क्या माना होनी चाहिए?
- (2) क्या, उपरोक्त कर्मकार के कर्तव्यों के ध्यान में रखते हुए, वह अभिलेखपाल माने जाने का हकदार है, और यदि हां तो किस तारीख से?

[सं. एल. 12012/160/72-एल. आर. 31]

कमर्नल मिंह. अवर सचिव

New Delhi, the 23rd December, 1972

ORDER

S.O. 232.—Whereas the employers in relation to the Central Bank of India and their workmen represented by Central Bank Employees Union, Delhi have jointly applied to the Central Government for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Central Bank Employees Union, Delhi represented the majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi constituted under section 7A of the said Act

THE SCHEDULE

- (i) whether having regard to the duties performed by Shri Ram Adhar Upadhaya Dastri at Naya Bazar Branch of Central Bank of India, he is entitled to any monetary benefits and if so what should be the quantum of such monetary relief?
- (ii) whether having regard to the duties performed by the above workman he is entitled to be treated as a Record Keeper and if so from what date?

[No. L. 12012/160/72/IRIII]

New Delhi, the 17th January, 1973

S.O. 233.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Chartered Bank and their workmen, which was received by the Central Government on the 12th January, 1973.

[No. 23/65/70/LRIII]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR

Dated December 12, 1972

Present :

MR. JUSTICE S. N. KATJU.....PRESIDING OFFICER.

Case Ref. No. CGIT/LC(R)(12)/1971

(Notification No. 23/65/70/LRII dated 6-7-1970)

Parties :

Employers in relation to the management of Chartered Bank, Kanpur and its workman Syed Karrar Panjatan, Driver.

Appearances :

For employers ... Sri S. C. Mitra.

For workman ... Sri K. P. Agarwal.

Industry : Bank

District : Kanpur (U.P.)

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act 1947(hereinafter called the Act).

The question referred to is:—

“Whether Shri Syed Karrar Panjatan, Driver of the car provided by the Chartered Bank to its Manager at Kanpur is entitled to be absorbed in the regular services of the bank? If so, from what date?”

The admitted facts of the case are that Syed Karrar Panjatan was employed in the personal service of the successive managers of the Chartered Bank, Kanpur (hereinafter called the Bank) prior to 4-1-1961. He used to drive the personal and private cars of the managers. The Bank purchased a Hindustan Ambassador Car on 4-1-1961 which was registered in its own name and the said car was replaced by another car (Ford Cortina) which was also registered in the name of the Bank on 7-12-1966 and the aforesaid car is still in use and is driven by Syed Karrar Panjatan. The said cars purchased in 1961 and 1966 belonged to the Bank and all the expenses incurred on the cars were also borne by the Bank. It was stated on behalf of the workman but was denied by the Bank that the driving licence and uniform etc. were regularly paid by the Bank. The Bank further denied the allegation made on behalf of the workman that the car now in use was also being used for Bank purposes. It is stated on behalf of Panjatan that he should be absorbed in the regular service of the Bank and be treated as a Bank employee with effect from 4-1-1961 and be paid all arrears of due wages as modified by the “Sastri Award which is in force from 1961 and the subsequent Award viz. the Desai Award and the Bi-partite Settlement which was effective from 1-1-1962 and 1-1-1966 respectively”. He has further prayed that all other benefits accruing to him as a Bank employee be also paid to him such as Bonus, Provident Fund, Overtime, Increments, Leave, Leave fare Concession and Medical Allowance etc. The Bank has contended that Panjatan was a domestic and private servant with the successive managers of the Bank. The managers paid him his salaries and took receipts from him and Panjatan never objected to such course of action. He was a domestic servant of the managers prior to January 1961 and had remained as such even after that date. There was no change in the nature of employment after January 1961 and since he is not the personal and private employee of the Bank he is not entitled to any of the benefits claimed by him.

The Bank has raised a preliminary objection that the reference to this Tribunal is incompetent because there was no industrial dispute within the meaning of the Act since no demand either from Panjatan or any one on his behalf had ever made to the management for absorbing him in the regular services of the Bank. According to the Bank Panjatan was not an employee of the Bank and therefore he was not a workman and consequently the workmen of the Bank or the Union could not raise any industrial dispute with regard to a person who was not an employee of the Bank and was not a workman. It was then contended that

since no industrial dispute existed at the time of the reference it was not in accordance with law and therefore it was liable to be rejected on that ground alone. It was further contended on the date of the reference Panjatan was the personal driver and domestic servant of Sri S. N. Ghosh, the Manager of the Bank, and the Tribunal has no jurisdiction to terminate his services with Sri S. N. Ghosh and order his absorption as a Driver of the Bank.

The following preliminary issue was framed in the case:—

1. Whether the matter in dispute is an industrial dispute and has this Tribunal jurisdiction to adjudicate it?

It was contended on behalf of the Bank that on 4-2-1970 the Union had sent a letter to the Regional Labour Commissioner (Central) Kanpur demanding additional payment on behalf of Panjatan and praying for the prosecution of the Bank under Sec. 33-C(1) of the Act. Thereafter the Union wrote another letter dated 12-2-1970 to the Regional Labour Commissioner (Central) objecting to the termination of the services of Panjatan by the then Manager, Sri J. S. Roberts, and requested the Regional Labour Commissioner (Central) to take action against the management and also "for contempt of Court". But no objection was, however, raised by Panjatan or the workmen of the Bank or by the Union on their behalf as to the appointment of Syed Karrar Panjatan as a domestic servant of Sri S. N. Ghosh who succeeded Sri J. S. Roberts as the Manager of the Bank. The Bank vide letter dated 13-2-1970 had made it clear to the Regional Labour Commissioner (Central) Kanpur that even though the car in question was the property of the Bank, the driver, Panjatan, was only a domestic servant of the Manager. It was stated that the "Bank does not provide a car for the Manager who if he so chooses, need not employ a driver at all". It was made clear that Panjatan was never in the employment of the Bank and there could be no question of treating him as an employee on the staff of the Bank. The Regional Labour Commissioner (Central) Kanpur vide letter dated 16-2-1970 took up the matter formally in conciliation. The dispute as mentioned in the aforesaid letter was:—

"the dispute between the management of the Chartered Bank, Kanpur and their workmen represented by the U.P. Bank Employees Union, Kanpur in the matter of alleged non-payment of due wages and alleged wrongful dismissal from service of Syed Karrar Panjatan, driver".

It was stated by the Bank that the dispute which was taken cognisance of by the Regional Labour Commissioner (Central) Kanpur was entirely different from the matter of dispute now referred to this Tribunal and thus "the dispute as referred to this Tribunal was non-existence on the date of reference".

It was stated on behalf of Panjatan that the "Union did raise an industrial dispute on 4-2-1970 and a complaint to this effect was lodged with the Regional Labour Commissioner (Central) Kanpur and the said labour authority was requested to probe into the case and find out the truth on the contention of the Union whether the driver Syed Karrar Panjatan was a domestic servant or a bank employee in view of the fact that he was driving the bank's car and that the car was used for bank's purposes and also that all running and other incidental expenses relating to the car and the driver were and are continued to be borne by the Bank, the same dispute has been referred to this Tribunal."

It appears that the Regional Labour Commissioner (Central) sent a letter dated 7/9-2-1970 with regard to the "alleged non-payment of due wages to Syed Karrar Panjatan, Driver, Chartered Bank Kanpur". He sent another letter dated 11-2-1970 enclosing a copy of a letter dated 9-2-1970 from the Secretary, U.P. Bank Employees Union Kanpur and advised the management "not to disturb the status quo till the matter is finalised lest the situation is aggravated". The Secretary of the Union sent a letter to the Regional Labour Commissioner (Central) Kanpur dated 12-2-1970. It said:—

sent a letter to the Regional Labour Commissioner (Central) Kanpur dated 12-2-1970. It said:—

"We regret to advise that in spite of the fact that your letter containing the above instructions was received by the Bank management on 11th February, they

have today served Notice on the above driver terminating his services from 12th February which is in gross violation of your orders not to disturb the status quo. This is how they have flouted your instructions which tantamounts to Contempt of Court and therefore, necessitates your immediate intervention directing the bank management to immediately withdraw in writing the aforesaid notice, retaining him in the services with all the existing benefits under advice to us.

Your prompt action in the matter will save situation from its grave consequences which otherwise is likely to disturb the industrial peace.

A copy of the aforesaid notice is also enclosed for your perusal."

It may be that the Union had protested against the notice sent to Panjatan for terminating his services by the then Manager. But it cannot be denied that the Union had represented that Panjatan was in the employment of the Bank and his services could not be terminated by then Manager. It had, thus, been brought to the notice of the Bank and it cannot be said that a dispute had not been raised by the Union on behalf of Panjatan with the Bank. Even though the Union had not sent any representation on behalf of the workman to the Bank directly the letter sent by the Secretary of the Union had been duly forwarded by the Regional Labour Commissioner (Central) Kanpur to the Bank. There is a controversy with regard to an endorsement on the copy of the aforesaid letter of the Bank dated 13-12-1970 which runs thus:—

"Copy to the Secretary, U.P. Bank Employees Union, Kanpur in reference to the copy of his letter of 4th instant. For the aforesaid reasons, we are unable to concede the demand."

It was stated on behalf of the Bank that the aforesaid endorsement was not made by the Bank and no copy of the letter dated 13-2-1970 had been sent to the U.P. Bank Employees Union. It was categorically denied by the Bank and its witnesses that any such endorsement was made by the Bank. Evidently, the aforesaid endorsement is not made in the reply given by the Manager to the Regional Labour Commissioner (Central) dated 13-2-1970. No evidence was produced by the workman in support of his contention that a copy of the aforesaid letter dated 13-2-1970 had been sent to the U.P. Bank Employees Union, Kanpur and it contained the said endorsement. I am, therefore, proceeding on the assumption that a copy of the letter dated 13-2-1970 was not sent by the Manager to the Secretary, U.P. Bank Employees Union, Kanpur. The fact, however, remains as mentioned above, that the dispute with regard to the nature of employment of Panjatan had been raised by the Union on his behalf and the letter of the Secretary of the Union with regard to the dispute had duly reached the Bank through the Regional Labour Commissioner (Central) Kanpur. In *State of Madras Versus C. P. Sarthy* [1953 AIR(SC) p.53] it was observed that an order of reference cannot be convassed closely. The learned representative of the Bank relied on a decision of the Supreme Court in *Sindhu Resettlement Corporation Ltd. Vs. Industrial Tribunal, Gujrat, and others* (1962-I.L.J. p.834). It was observed in the aforesaid case:—

"Thus, both the respondents, in their claim put forward before the management of the appellant, requested for payment of retrenchment compensation and did not raise any dispute for reinstatement. Since no such dispute about reinstatement was raised by either of the respondents before the management of the appellant, it is clear that the State Government was not competent to refer a question of reinstatement as an industrial dispute for adjudication by the Tribunal. An industrial dispute, as defined, must be a dispute between employers, and employers, employers and workmen and workmen and workmen. A mere demand to a Government, without a dispute being raised by the workman with their employer, cannot become an industrial dispute."

In the aforesaid case, the dispute as regards the retrenchment of the appellant was not raised by the workmen before

the management and consequently it was held that the State Government was not competent to refer the question of reinstatement. In the present case, as mentioned above, the dispute with regard to the nature of employment of the workman had been pointedly raised and it had come within the knowledge of the Bank and under these circumstances I am not prepared to hold that there is any infirmity in the reference. If a dispute had been raised by a workman and a demand on behalf of the workmen by the Union had duly reached the management either directly or through the Agency of the Regional Labour Commissioner (Central) before whom the question was raised then under these circumstances, it must be held that a dispute had been raised by the workmen with his employer and an industrial dispute existed and therefore there is no infirmity in the present reference. I, therefore, hold that the matter in dispute is an industrial dispute and this Tribunal has jurisdiction to adjudicate upon it.

I now come to the merits of the case. The consistent case of the Bank has been that Panjatan was not their employee and had been in the personal employment of the successive Managers of the Bank. It was admitted by the Bank that, with the exception of certain items, payments made by the Managers towards Panjatan's salary and his licence fees were reimbursed by the Bank to the Managers. The car which was driven by Panjatan admittedly belongs to the Bank and it has been bearing all the necessary expenses with regard to its up-keep. The evidence on the record indicates that Panjatan was employed by the successive managers of the Bank.

Ext. W/1 dated 30-5-1942 is a certificate from the then Manager of the Bank which says "I have engaged said Hussain as my regular motor driver". Ext. W/2 dated 12-2-1949 is a certificate by Mr. N. M. Green, the Manager of the Bank. It says:—

"Syed Karra Panjatan has been my Motor Driver during the 18 months I have been here. I am dispensing with his services as I am leaving Kanpur. He is a very good careful driver and keeps the car in excellent condition. Very reliable and conscientious. I thoroughly recommend him."

Exts. W/3 and W/4 from M/s. Douglas and W.L. Craig dated 20-2-1950 and 9-9-1953 say that Syed Karrar Panjatan had been in their service. Ext. W/5 dated 3-5-1954 is a certificate given by Mr. G. Dodds. It says that Syed Karrar Panjatan "was my car driver in Kanpur from August 1953 until last month.....". Ext. W/6 is a certificate by Mr. R. R. Johnston dated 6-6-1957 saying that "Syed Karrar Panjatan has been my driver for the past 3½ years during my stay in Kanpur, having served my predecessors in a similar capacity for many years before". There is a similar certificate dated 28-4-1953 by Mr. W. J. Mowat. All the aforesaid certificates are prior to 1961 when there was no dispute between the parties with regard to the nature of employment of Panjatan. According to him, he became an employee of the Bank after 1961. Ext. W/8 is a certificate by Mr. T. C. Hutchison dated 26-5-65. It says:—

"Syed Karrar Panjatan has been my driver for the past 2½ years....."

There is a similar certificate Ext. W/9, Ext. W/10 is a certificate by Mr. A.E.M. Finlaison dated 27-12-1965. It says:—

"Syed Karrar Panjatan has been my personal driver during my short stay of seven months in Kanpur and I have been very satisfied with his services..... I can recommend him to any one wishing a first class driver."

Ext. W/11 is another certificate given by Mr. J. R. Deas dated 9-6-1967. It says that "Syed Karrar Panjatan has been my driver for 9 months during my stay in Kanpur". There is a similar certificate (Ext. W/12) dated 10-7-1968 by Mr. R. E. S. Price. Mr. J. F. Robert, Manager, also gave a certificate dated 11-2-1970 (Ext. W/13). It says:—

"This is to certify that Syed Hussain has been employed by me as my personal driver for the past 1½ years.
36 G. of I—4.

Prior to this he has similarly been employed by my various predecessors for over 20 years..... In unhesitatingly recommend him for any position of driver for which he may apply."

All the aforesaid certificates clearly establish that Syed Karrar Panjatan had been serving the successive managers who had their own cars from 1942 to 1961. After 1961 when the Bank purchased its own car the practice of appointment of Panjatan by the Managers of the Bank from 1961 continued without any break and such practice was followed by Mr. S. N. Ghosh (E.W. 1) who took over charge as Manager of the Bank on 12-2-1970 and continued as such upto the end of February 1972. Mr Ghosh has stated:—

"A special allowance was given to me. As an Acting Manager I was given a special allowance. I had a Fort Cortina Car for my use which belong to Bank and for which all expenses for its maintenance and running were borne by the Bank. The Bank paid for the Petrol and Mobil Oil. I paid the salary to the Driver from my personal account. It is not correct that the Bank paid for the petrol and Mobil Oil expenses directly. I paid and then I was reimbursed for the same by the Bank. The salary of the driver was paid by me and I was reimbursed by the Bank. The driver was my personal servant."

He further stated that there was no post of a driver in the Bank and Panjatan was his personal driver and he performed all his personal work when he was asked to do so. Some evidence was led on behalf of Panjatan to show that the Manager's car was sometime used for the official purposes of the Bank. Gulab Chand (W. W. 2) a Cashier of the Bank, stated that he used to go on the car driver by him for bringing cash from the Reserve Bank of India and sometimes from the State Bank of India. This was denied by Mr. S. N. Ghosh. A certificate Ext. W/18 is dated 23-2-1970 given by Gulab Chand says:—

"I hereby certify that the cash is being taken to and from the Reserve Bank of India, Kanpur in the Bank Car whenever it is available."

It appears that the aforesaid certificate was meant to strengthen the workman's case that the car was being used for the official purpose of the Bank. In view of the evidence of Mr. S. N. Ghosh I am not prepared to place reliance on the aforesaid statement of Gulab Chand. It may be that on some special occasions the car might have been used for Bank's purposes. But there is enough evidence to substantiate the Bank's case that it had been placed at the disposal of the Managers and it was put by them for their personal use. According to Mr. Ghosh's evidence, which I am prepared to believe, Panjatan was his personal driver and he also performed his personal work. The driver worked under the personal directions of the managers and Panjatan worked for the successive managers under their directions and at their residence. It can well be realised that he was in the nature of a domestic servant and normally such a servant cannot be thrust on the Master if the latter is unwilling to take him in his employment. All that the Bank did was to reimburse the Managers for the expenses incurred by them in employing a driver. It was open to them either to employ Syed Karrar Panjatan or any other person as their driver. From the aforesaid certificates, it is clear that Syed Karrar Panjatan himself accepted his status as a personal employee of the successive managers and did not raise any objection that it was beyond the competence of the managers to dispense with his services. Before the Union sponsored the dispute on his behalf it was not asserted by him that he was an employee of the Bank.

The evidence clearly indicates that Panjatan was employed by the successive managers and his employment terminated with the outgoing managers. It was always open to a succeeding manager to retain him in his employment as a driver or refuse to do so. It is also clear from the evidence that he is a capable and efficient driver and his work was found satisfactory by all the managers under whom he worked. They preferred to employ him on taking charge as Managers of the Bank instead of taking any other person in their employment as a driver. The Bank relied on a decision of this Tribunal in the Punjab National Bank Limited,

New Delhi vs. Their workmen published in the Gazette of India dated 3-8-1968, Part II-Sec. 3(ii) p. 3646, Vol. 31. In the aforesaid case one Gulab Rasool who was attached to the District Manager, Punjab National Bank Indore contended that he was an employee of the Bank and not of the District Manager. It was observed by the Tribunal:—

"He was not required to observe Bank hours. There is no file of the driver in the Bank office. No Provident Fund etc. or other benefits have been extended to him. It is obvious that his engagement with the District Manager had been on personal basis. The District Manager had been sanctioned a sum of Rs. 1800/- towards fuel and Rs. 2400/- per annum towards maintenance of the car including the driver's pay. The pay of the Driver, Gulab Rasool, is debited to the car maintenance account of the Bank. The fact that he was paid pay on Bank vouchers during the time of S/Sri Kapoor and Khanna makes little difference as after all the entire cost is borne by the Bank."

A dispute of similar nature came before the Central Government Industrial Tribunal No. 2. Dhanbad in Calcutta Insurance Limited, Calcutta and their workmen published in the Gazette of India dated December 14, 1968 at page 5695 (Reference No. 6 of 1968) and it was held that the two effected workmen were not the workmen of the management concerned. In the aforesaid case, the said workmen were motor drivers. They had not been given any appointment letters by the Company, their attendance were not marked in the Attendance Register of the Company. The learned representative of the workmen relied on a decision on Supreme Court in case of M/s J. K. Cotton Spg. and Wvg. Mills Co. Ltd. Vs. L.A.T. and Badri Mali and others (1964-S.C. 737). In the aforesaid case, the bungalows were owned by the appellant Company and they were allotted to the officers as required by the terms and conditions of the officers' employment. It was the duty of the company to look after the bungalows and take care of the gardens attached to the bungalows. It was observed by the Supreme Court:—

"The employment is by the appellant, the conditions of service are determined by the appellant, the payment is substantially made by the appellant, the continuance of service depends upon the pleasure of the appellant, subject, of course, to the Standing Orders prescribed in that behalf and the work of looking after the properties which have been allotted to the officers of the appellant."

It was held that the Malis were the workmen of the Company within the meaning of Sec. 2(s) of the Industrial Disputes Act 1947 as they were appointed by the Company and were treated as its workmen. A similar question came for consideration before the Supreme Court in Shivnandan Sharma Vs. The Punjab National Bank Ltd. (1955-Sec. 404). The question was whether the cashiers of the Bank who had been nominated by the Treasurers were the employees of the Bank or of the Treasurers. One of the terms of the agreement between the Treasurers and the Bank provided that:—

"Out of the remuneration paid to them by the Bank 'the Treasurers shall pay salaries to their nominees employed by them' for performing for duties of a cashier in the Bank on their behalf or other functionaries of a similar nature.

The salaries of such nominees employed by them will be fixed by the Treasurers themselves but the same will be subject to the approval of the Bank....."

The Treasurers had been charged with the duty of nominating their assistants who were to be responsible in their day to day work to the Bank which all the time had full control over them in the matter of leave and their absence, as to how they kept the cash and their valuables and as to how they had to be under the general directions of the Bank's Manager or some other functionary who may be nominated by the Bank to supervise the work of the Cash Department. It was observed by the Supreme Court that:—

"The question as to whose employee a particular person was had to be determined with reference to the facts and circumstances of each individual case."

In the aforesaid case, it was clear that both in the employment and dismissal of the employees, the Bank reserved its right to given directions to the Treasurers. The Supreme Court observed:—

"As indicated above, in the present case the direction and control of the appellant and of the ministerial staff in charge of the Cash Department of the Bank was entirely vested in the Bank through its managers of other superior officer. We have therefore no hesitation in differing from the conclusion arrived at by the Appellate Tribunal and in holding that the appellant was an employee of the Bank."

In the present case, the managers had an unfettered choice of appointing their own motor drivers and in this matter the Bank had no power either to approve or disapprove the choice of the managers in the appointment of their drivers. They worked fully under the control and supervision of the managers in their personal capacity. The learned representative of the Union argued that since the managers were the Chief Officers of the Bank it should be assumed that while supervising and directing the work of the driver Panjatan they were discharging such functions in their official capacity. This is an erroneous contention. The managers had over all control over the Bank's employees who were working under his direction and supervision. They had also their domestic servants who were working for them. If Panjatan was a domestic employee the mere fact that the master happened to be also the Manager of the Bank could not make the driver an employee of the Bank. Considering the evidence on record, I have no hesitation in holding that Syed Karrar Panjatan is not an employee of the Bank and he is not entitled to be absorbed in the regular services of the Bank.

Panjatan stated before me that his age was 51 years. He had been working with the managers of the Bank from 1942. He admitted that his son was about 35-36 years old and his eldest son, Yaqub Naqvi, is about 30-31 years old. He also admitted that his wife was 55 years old and he was 16-17 years old when Yaqub was born. It appears to me that 'Karrar Panjatan's age is more than 55 years. As mentioned above, he is a very competent and efficient motor driver and he has given satisfaction to all the successive managers of the Bank. It will be in the fitness of things if the Bank takes into consideration his long record of efficient service with its managers and gives him such satisfaction as it could give to him. It will be desirable if even now there is a mutual settlement of the dispute between him and the Bank. With the aforesaid observations, I answer the reference in the negative and hold that Syed Karrar Panjatan is not entitled to be absorbed in the regular services of the Bank. I make no order as to costs.

S. N. KATJU, Presiding Officer.

12th December, 1972.

New Delhi, the 17th January, 1973

S.O. 234.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on the 12th January, 1973.

[No. 24/3/70-LRIII]

KARNAIL SINGH, Under Secy.

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR
CAMP AT ALLAHABAD

Present:

Mr. Justice S. N. KATJU—Presiding Officer.

Case Ref. No. CGIT/LC(R)(42) of 1972

Notification No. 24/3/70/LRIII dated 5-9-1970 and subsequent Notification transferring the case to Jabalpur Tribunal No. 12025/34/72/LRIII dated October 6, 1972.

Parties:

Employers in relation to the Punjab National Bank and their workmen represented through the All India Bank Employees Federation, Kanpur.

Appearances:

For employers—Shri H. C. Jain.

For workmen—S/Sri V. N. Sekhri and Shiv Shanker Kapoor.

Industry: Bank

District: Aligarh (U.P.)

AWARD

This is a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter called the Act).

The workmen concerned, C. D. Shah (hereinafter referred to as workman) joined the service of the Punjab National Bank (hereinafter called the Bank) in 1948 as a Godown Keeper and was employed in its Aligarh Branch. His work as a Godown Keeper consisted in handling a number of godowns numbering more than 50 which belonged to various commercial concerns at Aligarh. One of such concerns was M/s. Tika Ram & Sons (P) Ltd., Aligarh whose stock of oil was pledged to the Bank. It was part of the duties of the workman to make stock reports about the goods which were pledged to the Bank. The workman did not reside in the premises of M/s. Tika Ram & Sons (P) Ltd. It appears that the goods remained in the premises of M/s. Tika Ram and Sons although the oil tanks had the Bank's locks on them. The oil tanks of M/s. Tika Ram and Sons were checked by the Bank's Inspector, Girdhari Lal Agarwal on 11-6-1967 and he reported that while as per Bank's record there should have been 2500 mds. of mustered oil in the tanks but there was actually 18 mds. only. The details reported by him were as follows:—

Tank No.	Oil as per bank record	Found
224 Square	600 mds.	Nil
237 Round	500 mds.	Nil
250 Boiler	900 mds.	18 mds.
314 Round	500 mds.	Nil
	2500 mds.	18 mds.

It was further reported that the shortage of 2482 mds. of mustard oil of the value of Rs. 330160/- had rendered the account of M/s. Tika Ram and Sons deficient by Rs. 129110.69 P. A charge-sheet was given to the workman on 9-9-1967 in which after mentioning the aforesaid shortage it was stated that the account given to the Bank showed that the total stock in the mill and the stock in tanks did not tally on any day with the storage given by M/s. Tika Ram and Sons. After giving the details of the dates of storage from 20-10-1966 to 17-4-1967 in respect of four tanks in which oil was stored and mentioning the figures about the quantity of oil with the party and the quantity of oil storage which had been accepted in each tank by the workman, it was stated that false and fabricated storages of oil were accepted by the workman as the godown keepers. It was further urged that the workman accepted a huge amount from M/s. Tika Ram and Sons as illegal gratification and that he had been posting the stocks register and had been issuing delivery orders in contravention of the Bank's Rules. The workman replied to the aforesaid charges by his explanation dated 2-10-1967 in which he denied his guilt with respect to all the charges levelled against him. An enquiry was held against him which concluded on 12-12-1967. The Manager wrote to the workman by his letter dated 27-2-1967 intimating that he had been found guilty of gross-misconduct and had not been considered fit to be retained in the service of the Bank. The punishment of dismissal was proposed against him and he was asked to make his representation with regard to the proposed punishment within 7 days of the receipt of the letter. Thereafter the workman was dismissed from the Bank's service as per letter dated 25-4-1968. The workman submitted an appeal to the General Manager of the Bank and eventually the punishment of dismissal was converted by the General Manager into discharge without notice from the date

of his dismissal viz. 25-4-1968. The workman raised a dispute before Central Government. The Central Government by its letter dated 20-3-1969 informed the Secretary of the U.P. Bank Employees Federation, Lucknow that:—

"In the circumstances, the action of the management does not appear to be unjustified or *malafide*. The Government did not consider the dispute fit for reference to an Industrial Tribunal for adjudication."

The dispute was again raised on behalf of the workman and the Central Government issued another order dated 5-9-1970 in which it was stated that:—

"an industrial dispute exists between the employers in relation to the Punjab National Bank and their workmen in respect of the matter specified in the Schedule hereto annexed and the Government of India constituted an Industrial Tribunal of which Sri K. P. Gupta was the Presiding Officer with Headquarters at Allahabad for adjudicating the question:—

Whether the action of the management of Punjab National Bank in discharging Shri C. D. Shah, Godown-keeper of their Aligarh Branch with effect from the 25th April, 1968 was justified? If not, to what relief is he entitled?"

Shri K. P. Gupta had ceased to be available and the Central Government by another order dated 31-7-1971 constituted another Industrial Tribunal of which Sri Aftab Ahmad was the Presiding Officer with headquarters at Kanpur to proceed with the proceedings from the stage at which they had been transferred to him. It appears Mr. Aftab Ahmad heard arguments in the case on several dates in November and December and reserved his orders thereafter. The reference was transferred to this Tribunal by another letter of the Central Government dated 6-10-1972. I have heard the arguments of Shri H. C. Jain on behalf of the Bank and Shri V. N. Sekhri on behalf of the workman. Both of them argued with great zeal and ability.

A preliminary objection was raised by the Bank that the order of reference is bad in law because having refused once to make the reference by its order dated 20-3-1969 the Central Government could not again refer the dispute without giving sufficient reasons for making such an order. Mr. Jain argued that the order of the Central Government referring the dispute is not a speaking order. The impugned order of reference says that "The Central Government considers it desirable to refer the said dispute for adjudication." The order of the Government being an administrative order, I do not think it was necessary for the Government to say expressly as to why it had thought fit to review its earlier order refusing to make a reference and why it had again done so. It is open to the Central Government to reconsider the matter on a representation made on behalf of the workman and come to the conclusion that a dispute exists and it requires adjudication. In *M/s. Western India Match Company Limited Vs. The Western India Match Co. Workers' Union* (1970-II-LLJ p. 256) the Supreme Court observed:—

"In the light of the nature of the function of the Government and the object for which the power is conferred on it, it would be difficult to hold that once the Government has refused to refer, it cannot change its mind on a reconsideration of the matter either because new facts have come to light or because it had misunderstood the existing facts or for any other relevant consideration and decide to make the reference. But where it considers its earlier decision it can make the reference only if the dispute is an industrial one and either exists at that stage or is apprehended and the reference it makes must be with regard to that and no industrial dispute. . . . There is thus a considerable body of judicial opinion according to which so long as an industrial dispute exists or is apprehended and the Government is of the opinion that it is so, the fact that it had earlier refused to exercise its power does not preclude it from exercising it at a later stage. In this view, the mere fact that there has been a lapse of time or that a party to the dispute was, by the earlier refusal, led to believe

that there would be no reference and acts upon such belief, does not affect the jurisdiction of the Government to make the reference."

In the present case, it cannot be denied that a dispute between the workman and the Bank existed at the time when the Government made the reference and therefore it cannot be said that there was any illegality in the Government's order making the reference after it had refused to do so earlier. The function of the Government under Section 10(1)(d) of the Act being administrative and since it cannot go into the merits of the dispute it is not necessary for the Government to give detailed reasons as to why it had made its earlier order by which it had refused to make the reference. The assertion of the fact that it was of the opinion that an industrial dispute existed between the Bank and their employees with regard to the discharge of the workman and the Government thought it desirable to refer the said dispute for adjudication was sufficient. I therefore hold that there is no infirmity in the order of reference which has been made by the Government.

The Enquiry Officer had fixed 15-11-1967 for the enquiry. Earlier by his letter dated 12-9-1967 addressing to the Branch Manager of the Bank the workman prayed that copies of certain documents and correspondence should be furnished to him. By his reply dated 26-9-1967 the Manager informed the workman that:—

"It is not possible to supply the documents/papers asked for. However, if you want to refer to the relevant Bank's records, the same can be shown to you at your request.

By his letter dated 10-11-1967 the workman prayed for adjournment of the enquiry on 15-11-1967 on the ground that his representative was busy and was unable to come. On 10-11-1967 a telegram was sent by the Enquiry Officer to the workman intimating that adjournment was not possible and the enquiry would be held on 15-11-1967. The workman replied by his telegram addressed to the Enquiry Officer dated 13-11-1967 by which the workman informed the Enquiry Officer that he was unable to come on 15-11-1967. The Enquiry Officer conducted the enquiry in the absence of the workman and his representative on 15-11-1967. It was stated that the workman was personally present in the premises of the Bank on 15-11-1967 but he did not appear before the Enquiry Officer. The evidence of three witnesses viz. D. P. Saxena, K. G. Khurana and G. L. Agarwal was recorded by the Enquiry Officer on 15-11-1967. The workman challenged the proceedings of 15-11-1967 on the ground that the aforesaid witnesses had given their testimony in the absence of the workman and his representative. On 18-11-1967 copies of the statements of the three witnesses were sent to the workman and he was told that he could examine them on 6-12-1967. The workman by his letter dated 30-11-1967 addressed to the Enquiry Officer sought adjournment of the hearing on 6-12-1967 on the ground of the death of his representative's mother. It was changed to 11-12-1967. All the aforesaid three witnesses were cross-examined on 11-12-1967 and 12-12-1967 by the learned representative of the workman. Even though the workman's representative cross-examined the three witnesses who were produced by the Bank in support of its case the facts remain that when they were examined earlier neither the workman nor his representative were present. It also appears from the record that the copies of the documents and correspondence which the workman wanted had not been supplied to him. It appears that the Enquiry Officer acted harshly and did not accommodate the workman or his representative.

I cannot sit in appeal over the findings of the Enquiry Officer if the enquiry was conducted fairly and there is no perversity in his findings and the enquiry had been conducted without any violation of the rules of natural justice.

One of the charges against the workman was that he had accepted a huge amount from M/s. Tika Ram and Sons (P) Ltd. by way of overtime allowance and had not shown the aforesaid amount in the Bank's books. The evidence on the record with regard to the aforesaid charge against the workman is that of Sri Om Prakash Gupta, the Managing Director of M/s. Tika Ram and Sons and Girdhari Lal Agarwal, the Inspector of Godowns of the Bank. Om Prakash stated before the Enquiry Officer that his concern paid overtime allowance but admitted that in his presence no such overtime allowance was paid to the workman. Om Prakash

stated that he was "being told" by his Head Munim that overtime was being paid to the Bank's Godowns Keeper and "two other clerks of the Bank." But he could not say about the exact amount of overtime paid by his concern to the Bank's Godowns Keeper. He further admitted that it was quite possible that his Head Munim in whom he had implicit faith "might have given wrong information just to make money himself". The Head Munim of M/s. Tika Ram and Sons was not produced and evidently the evidence of Om Parkash with regard to the alleged overtime payment to the workman was hearsay evidence and according to his own admission he had no personal information about it. He even admitted the possibility that his Head Munim might have given wrong information to him in order "to make money himself". Girdhari Lal Agarwal stated:—

"According to the party's books, Shri C. D. Shah was paid Rs. 18805.49 from October 1965 to September 1966 and Rs. 4694/- from October 1966 to May 1967—Total Rs. 23499.48. This amount was taken by Sh. C. D. Shah, Godown Keeper direct from the party without being brought in Bank's book, which is in contravention of H. O. instructions. Such overtime is not even marked in the Overtime Register of the Bank."

In his cross-examination he stated that:—

"I had been informed by the Munim of the party that overtime to the tune of Rs. 23499.48 was paid to C. D. Shah during October 1965 to May 1967, and was shown the books also."

As mentioned above the Munim did not appear before the Enquiry Officer. The evidence of Girdhari Lal with regard to the aforesaid payment is also hearsay evidence and no reliance can be placed on it. The Enquiry Officer evidently placed reliance on purely hearsay and worthless evidence in arriving at the finding that the workman had accepted overtime payment as alleged by the Bank. Thus there was no reliable evidence before the Enquiry Officer in coming to the aforesaid finding and his finding is clearly perverse.

Admittedly the oil storage tanks in the premises of M/s. Tika Ram and Sons were being periodically inspected by the Officers of the Bank and no shortage was found. On 26-5-1967 the storage tanks had been inspected by the Branch Manager, K. G. Khurana and he did not find any shortage. It was only when Khurana made his inspection on 11-6-1967 that the alleged shortage was discovered. It is surprising that the Bank did not think it fit to report the matter to the police. The Bank's locks were found intact on the storage tanks and yet there was only 18 mds. of oil, and huge quantity of oil was found to be missing. Admittedly there were no delivery orders issued by the Bank for removing oil from the storage after the inspection on 26-5-1967. The aforesaid information with regard to the contents of the tanks between 20-10-1966 and 17-4-1967 was based on a Tel Munshi Stock Book (Ex. B. 11). It was produced before the Enquiry Officer by Girdhari Lal Agarwal. He admitted that it belonged to M/s. Tika Ram and Sons and he had got it from the Manager of the concern who had handed it personally to Girdhari Lal. He admitted that Mr. Sinha was not produced in evidence. When asked further Girdhari Lal stated that M/s. Tika Ram and Sons did not produce any other book except the aforesaid Tel Munshi Stock Book. No evidence was produced before the Enquiry Officer as to who had made the entries in the aforesaid book and the person who had made such entries was not produced in evidence before the Enquiry Officer. The mere statement of Girdhari Lal that after checking the stock in tanks on 14-10-1967 and seeing that the contents of the tanks in the book tallied with the stock given in the book as on 11-5-1967, much reliance cannot be placed on the aforesaid book. In any case, the entries relate to the period prior to checking of the tanks by the Branch Manager on 26-5-1967 when the stock of oil was found correct. Even assuming that the Manager was duped while checking the contents, Girdhari Lal Agarwal admitted the possibility of the workman having been duped. He said "I cannot say definitely whether the Godowns Keepers was duped in the similar manner. But he might have been duped."

It was contended on behalf of the workman that in effect he had been dismissed by the Company and not discharged and the punishment of dismissal had been reduced to discharge. The Bank's case is that the order of discharge of the workman was justified because he had been

given the benefit of doubt by Enquiry Officer and under the circumstances, it had the power under the Standing Orders to discharge the workman. It was urged that the discharge of the workman did not amount to punishment and by discharging the workman the Company had not taken any disciplinary action against him and therefore he was not entitled to any relief. It is not correct to say that the Enquiry Officer had given the benefit of doubt to the workman. On the other hand, the Enquiry Officer had held that the charges levelled against the workman had been proved. Thereafter a show cause notice proposing the punishment of dismissal was sent to the workman and eventually the General Manager converted the proposed punishment into an order of discharge of the workman. It cannot be denied that serious charges had been made against the workman which had put grave stigma on him. It was not a case of discharging a workman after a summary administrative investigation of the case. On the other hand, the workman was confronted with serious charges and a departmental enquiry was held in which the Enquiry Officer found that the charges made against the workman had been proved. Under these circumstances, the eventual order of discharge passed against the workman does not amount to leaving him unscathed of the charges attacking his integrity and honesty. In passing the order of discharge the Bank had relied on paragraph 19.12(c) of the Bipartite Settlement dated 19-10-1966 which runs as follows:—

"In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the Bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action."

The first sentence of the aforesaid settlement deals with cases in which the charges made against a workman have been proved and where sufficient extenuating circumstances exist the misconduct found to be established against the workman could either be condoned or he may be merely discharged. In such cases once the charges have been found to have been proved against a workman and his guilt is established the employer could consider the circumstances of the case in either condoning the misconduct or by discharging him with or without notice or on payment of a month's pay and allowance in lieu of notice. The second sentence however, covers cases where the evidence led against a workman is insufficient to sustain the charges against him and in such cases it is open for the employer to discharge him. The third sentence says that "Discharge in such cases shall not be deemed to amount to disciplinary action." The second and third sentences of this settlement contemplate those cases in which the charges levelled against a workman are not proved and he is entitled to the benefit of doubt. The provisions of the aforesaid first sentence will not cover a case in which either the guilt of the workman has not been established or it could be said that on the evidence he would have been entitled to the benefit of doubt. If the charges levelled against him are not proved and the evidence led against him does not at all establish his guilt and he is entitled to a clean acquittal then the provisions of the first or the second sentence will not apply. In the present case, it could not be said that the evidence that was led against the workman before the Enquiry Officer was insufficient to sustain the charges made against him to such an extent that he could have been entitled to the benefit of doubt. On the other hand, as mentioned above, the evidence that was produced on behalf of the Bank before the Enquiry Officer was hearsay evidence and shows that the charges made against the workman were vexatious and flimsy. I have already expressed the view that the findings of the Enquiry Officer based on illegal evidence, as they are, are perverse and cannot at all be sustained. Under these circumstances, the Bank cannot place any reliance on the aforesaid provisions of the Bi-partite Settlement and cannot justify the order of discharge that it passed against the workman.

It appears that the real responsibility for the shortage of oil in the storage tanks of M/s Tika Ram and Sons (P) Ltd. lay squarely on itself. There might have been a suspicion that some of the employees of the Bank had colluded with M/s Tika Ram & Sons in withdrawing oil from the storage tanks. It is also likely that the employees of the Bank were duped by M/s Tika Ram and Sons. It was surprising that the Bank should have placed reliance on the evidence of the Managing Director of M/s Tika Ram and Sons for proving the charges against the workman. It may be that responsible Officers of the Bank including the Branch Manager, the Inspector, and the workman had been negligent in the discharge of their duties and had not acted promptly in preventing the withdrawal of oil from the storage tanks which had resulted in their being almost emptied. Obviously huge quantities of oil had been taken out of the storage which was in the premises of M/s Tika Ram and Sons. There was no guard of the Bank there and the storage tanks had only the locks of the Bank. In some manner the locks had been unlocked and oil had been taken out. M/s Tika Ram and Sons cannot completely absolve itself from the responsibility for the removal of oil from their storage tanks. It is stated on behalf of the Bank that action was taken against some of the Officers of the Bank and their increments for short periods had been stopped. It is difficult to appreciate as to why the workman was particularly picked up for the action which was taken against him and he also was not summarily dealt with by the Bank in the manner as the other employees had been dealt with. The workman was the Godown Keeper in the sense that he had to keep an eye on the storage tanks on behalf of the Bank. As mentioned above, he did not live in the premises and apart from the storage tanks of M/s Tika Ram and Sons he had to look after other Godowns numbering about 50. The main charge levelled against him was that M/s Tika Ram and Sons had given him illegal gratification by way of overtime allowance payment to the extent of nearly 25000/-. No report was made to the Police by the Bank and no action was taken against persons who looked after the affairs of M/s Tika Ram and Sons for paying illegal gratification to the workman with the object of removing oil from the storage tanks without the knowledge of the Bank to which the goods had been pledged. I have already held that there is no evidence to prove the receipt of any amount as overtime allowance by the workman. The Bank appears to have acted in a discriminatory manner in picking out the workman for action being taken against him while it contended itself by stopping the increments of some Officers who could be said to have some responsibility in the eventual disappearance of the oil from the storage tanks. I must, therefore, hold that the Bank was not at all justified in passing the order of discharge against the workman. The order cannot be sustained and it is set it aside. The workman has prayed that he be reinstated with effect from the date of his discharge and his back wages should be paid to him. Mr. H. C. Jain on behalf of the Bank has contended that in any case the workman is not entitled to any back wages because he has not shown that he had made attempts to secure any alternative employment since the date of his discharge. He has relied on a decision of the Allahabad High Court in Ganesh Flour Mills Co. Ltd., Kanpur Vs. Labour Court, Allahabad and others (1971-II-L.L.J. p. 122). In the aforesaid case it was observed by Satish Chandra J. that:—

"In this connection I may notice that it has been held that while considering the question of payment of full back wages the Court should consider what efforts the workman has made in order to minimise the loss during the period he was out of employment with the Company."

In the present case, the workman had served the Bank for nearly 20 years before the date of the incident viz. 11-6-1967. Very serious charges involving his honesty and integrity were levelled against him. It is not reasonable to expect that when the workman had to make determined efforts in order to clear himself from the charges levelled against him he could have normally sought and found other reasonable employment. It was stated on behalf of the workman that he did not get any other employment nor he had time while he was fully occupied in putting up his defence to seek employment elsewhere. The Bank has also not led any evidence to show that the workman had obtained any other employment after the date of his discharge. In finding as to what efforts the workman had made during the period when he was out of employment in consequence of the termination of his service, the tribunal has to consider the nature of the service which

had been terminated by the employer, the charges which had been levelled against him and efforts that could have been made by him for putting up his defence with a view to clear his position. The workman in the present case does not have any technical qualification. The nature of his employment with the Bank which had been terminated was such that he could not have easily secured any suitable employment with the stigma of serious charges hanging on him. Further more the state of mind of a person who is weighed down by serious charges attacking his integrity and honesty has also to be considered in determining the question whether he had made sufficient efforts to secure employment after the termination of his earlier service. Considering the nature of employment of the workman and the circumstances in which he found himself after his discharge from the Bank's service it will not be proper to deprive him of the back wages claimed by him. It may be said that the workman was negligent to some extent or to an equal or higher degree along with the other Officers of the Bank in not exercising fuller supervision over the storage tanks from which a huge quantity of oil had disappeared. If the other employees of the Bank who could share the blame with the workman had been dealt with by stopping their increments for a few months, the workman could not be given any punishment out of proportion to the treatment meted out to the other Officers of the Bank who were in a position to share the blame with him. Taking all the circumstances into consideration, I hold that the Bank can only deprive the workman of his increment in wages for one year only beginning from the date of his discharge from his service viz. 25-4-1968. The workman is entitled to claim his full back wages with effect from 25-4-1968 till the date of employment with the usual increments due to him after 25-4-1969.

My award, therefore, is that the workman shall be reinstated in the service of the Bank with effect from 25-4-1968 and shall be paid his full back wages with all attendant benefits as mentioned above. I make no order as to costs.

S. N. KATJU, Presiding Officer.

Dated 8th December, 1972.

New Delhi, the 18th January, 1973

S.O. 235.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Nagpur, in the industrial dispute between the employers in relation to the management of Ghugus Colliery of Messrs Ballarpur Collieries Company Limited, Chandrapur (Maharashtra State) and their workmen, which was received by the Central Government on the 10th January, 1973.

[No. 8/155/70-LRIL]

KARNAIL SINGH, Under Secy.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, AT NAGPUR.

Reference (CGT) No. 1 of 1971

Present:

Shri W. K. Almelkar, B.A., LL.B.,

Between

Management of Ghugus Colliery of Messrs Ballarpur Collieries Company Ltd. Chandrapur.

AND

Their Workmen

.....Party No. 1.

.....Party No. 2.

Appearances:

Shri R. K. Singh—for Party No. 1.

Shri Tukaram s/o Dina Madavi—for Party No. 2.

State: Maharashtra.

Industry: Colliery.

Nagpur, dated the 8th December, 1972.

AWARD

This is a Reference made by the Central Government under Section 10(1)(d) of the Industrial Disputes Act, 1947, for the adjudication of a dispute between the management of Ghugus Colliery of M/s Ballarpur Collieries Co. Ltd. and their workmen in respect of a matter specified below:—

"Whether the action of the management of Ghugus Colliery of M/s Ballarpur Collieries Co. Ltd. Chandrapur (Maharashtra State) in terminating the services of Shriyut Tukaram s/o Shri Dina Madavi, Explosive Carrier (RI) w.e.f. the 18th June, 1970 is justified? If not, to what relief is the workman entitled?"

2. The statement of claim is filed by the General Secretary of Vidarbha Khan Kamgar Sangh, Chandrapur. It is stated that the worker Tukaram was working in the Ghugus Collieries since the last 14 years. He was authorised by one Dharmi w/o Chotelal, a co-worker in the Collieries, to appear and plead her case before the Conciliation Officer (Central) Nagpur on 17-6-70 at Nagpur. Tukaram therefore made an application on 16-6-70 to the Manager for leave for three days. The Asstt. Manager Shriyut Kapur rejected the application. It was necessary for Tukaram to attend the Conciliation Proceedings at Nagpur on 17-6-70 to safeguard the interest of Dharmi. He therefore went to Nagpur on 17-6-70. He had before going sent an application by Redg. Post to the Management for the grant of three days leave. On 18-6-70 on return from Nagpur, Tukaram approached the Manager Shriyut Saran and requested him to allow him to resume duty. The Manager turned down his request and said that he was going to terminate his services. On 19-6-70 Tukaram again reported for duty but the Clerk Karimbabu forbade him to work on the instructions given by the Manager. On 20-6-1970 also the same thing happened. The management deliberately and with *malafide* intention forbade Tukaram to work so that his service may be terminated. Tukaram had therefore made an application to the Conciliation Officer on 22-6-1970. On 29-6-1970 the Manager sent a show cause Notice to the worker and Tukaram gave a reply to it. On 4-7-70 the Manager sent him Notice of termination of service, which is bad and improper. Clause 9(d) of the Standing Orders is not applicable in this case. Tukaram is therefore entitled to be reinstated and also paid full back wages.

3. The employer, Party No. 1, filed a Written Statement resisting the claim. It is contended that Tukaram had applied for one day's leave for 15-6-1970 and that was granted by the management. The worker ought to have joined his duties on 16-6-1970 but he failed to join his duties for more than 10 consecutive days. The management therefore by the letter dated 29-6-70 drew the attention of Tukaram that he was continuously absenting without permission from 16-6-70, that under Standing Order 9(d) he had become a deserter having terminated his contract of service of his own accord and has become liable to pay Notice pay to the employer. The workman was called upon to show cause within 7 days. Tukaram had by the letter dated 2-7-70 informed the management that he had to attend some conciliation proceedings at Nagpur on 17-6-70 and he had applied for three day's leave on the 16th but his application was not considered. He had further stated that he had presented for work on the 18th, 19th and 20th but he was not given work. The Manager was not satisfied with this explanation given by the worker. The Manager therefore by the letter dated 4-7-70 informed the worker that his explanation was not satisfactory and that he was being treated as a deserter having terminated his contract of service of his own accord under Standing Orders 9(d) and that his name was being struck off from the Muster Roll. The Labour Enforcement Officer (C) and the Conciliation Officer, Nagpur held conciliation proceedings, which failed to bear any fruit. It is thus evident that the management had not taken any action to terminate the services of Tukaram. The workman himself absented for more than 10 days without permission and thus became a deserter having terminated his contract of service of his own accord under Standing Orders 9(d). The management simply informed the workman of the facts as to what had happened. The workman's allegations that he presented for duty on the 18th, 19th and 20th June, 1970 are false and imaginary. It is further submitted that the past record of the workman is highly unsatisfactory. The gist of his past record is

iven in para 7 of the Written Statement. It is therefore submitted by the management that the workman does not deserve any sympathy.

4. The facts of this case lie within a narrow compass. The aggrieved workman Tukaram Dina has given evidence in support of the allegations contained in the Statement of Claim. He was working as an explosive carrier at the material time. He says that it was imperative for him to attend at Nagpur for Conciliation Proceedings on 17-6-1970 on behalf of the o-worker Mst. Dharmi w/o Chotelal. He had therefore applied for three days leave on the 16th. However the Asstt. Manager was pleased to reject his application. He therefore sent another application for leave by Regd. Post to the Manager of the Collieries and left for Nagpur. On his return from Nagpur, he approached the Manager Shriyut Saran and requested him to allow him to resume duty. The permission was refused and Shriyut Saran passed a taunt, "go on fighting". Tukaram goes on to state that for three consecutive days he presented himself for work in the collieries but he was not allowed to resume duty. He has then referred to the Conciliation proceedings held at Chanda. According to Tukaram in the said proceedings Shri Saran had assured that he would take back Tukaram on duty provided he passed a writing about having received all his dues. Tukaram asserts that no charge sheet was given to him nor any show cause notice served.

5. The evidence given by Shri Tukaram is not of a kind so as to inspire confidence. In the Cross Examination he has given evasive answers to material questions put to him. It is admitted by him that on 15-6-1970 he had applied for one day's leave for attending the Court work and that was granted. Ex. E-1 is a copy of that application for leave. That leave was sought because Tukaram had to attend the Court work at Chanda. It is also common ground that on the 16th Tukaram had applied for three days leave and rightly or wrongly the application was rejected by the Asstt. Manager Shriyut Kapur. So in the ordinary course Tukaram should have resumed work on the 16th. Tukaram is conscious of the fact that when a worker proceeds on leave and for some reason he is required to extend the leave, then, he has to make an application for extension of leave. Tukaram admits that no such application for extension of leave was made by him on the 16th. It appears that Tukaram has a grievance against the Asstt. Manager for having rejected his application for leave on the 16th. According to Tukaram it was imperative for him to attend the conciliation proceedings fixed on the 17th. He is unable to give any reason as to why then he failed to approach the Manager Shriyut Saran on the 16th after his application was rejected by the Asstt. Manager Shriyut Kapur.

6. In the Statement of Claim, it is stated that it was on the 18th that Tukaram returned from Nagpur and approached the Manager Shriyut Saran who forbade him to work. However in his deposition Tukaram stated that he had approached the Manager Shriyut Saran at about 5 P.M. on the 17th. He also prevaricated himself as regards the conveyance by which he travelled back from Nagpur to Ghugus. The Party No. 1 has examined the Manager Shriyut Saran and he has denied on oath about Tukaram having approached him on the 17th or 18th. There is thus oath against oath. According to Tukaram for three consecutive days he had presented himself for duty at the collieries and that on the first day Shriyut Saran forbade him to work and the remaining two days the Register Clerk Abdul Karim forbade him to work on the instructions received by him from the Manager Shriyut Saran. Shriyut Saran has denied that he had issued such instructions to Karimbabu and that clerk has also denied about Tukaram having presented himself for work on the 18th, 19th and 20th and he having refused to mark his attendance. So the aforesaid solitary and interested testimony of Tukaram cannot be accepted. It may be noted that according to Tukaram on the 16th before leaving from Nagpur he had sent an application by Regd. Post to the Manager of the Collieries. This fact is denied in his deposition by the Manager Shriyut Saran. The workman Tukaram has not produced the registration Certificate or the postal acknowledgement to support his stand about having sent such an application by Regd. Post. The version given by Tukaram appears to be rather improbable. If he had really presented himself for duty on his return from Nagpur, there is no earthly reason why the management should have disallowed him to work. It has to be noted that Tukaram is an old and experienced worker having put in 14 years service. In the

ordinary course the management would not like to lose the services of an experienced hand for the minor lapse committed by him.

7. Now it is the case of Party No. 1 that Tukaram had remained absent from duty without permission continuously for more than 10 days w.e.f. 16-6-1970 and so the management had taken action as provided by Clause 9(d) of the Standing Orders. In this connection I may refer to the deposition of Register Clerk Sk. Abdul Karim. It is his duty to mark the attendance of the workmen. He says that if the workman remains absent for more than 10 days then he has to send a report to the Manager through the Asstt. Manager, who is the Departmental Head. The Management produced the Attendance Register of the workman. The entries are made by the Clerk Sk. Abdul Karim. On 15-6-1970 leave mark is made against the name of Takaram and from 16th onwards he is marked absent. Sk. Abdul Karim says that when he noticed that Tukaram had absented without permission for more than 10 days, he sent a report dated 27-6-70 (Ex. E-6) in that regard to the Manager. It would appear from the deposition of the Manager Shriyut Saran and the endorsements made on Ex. E-6 that on verification it was found that during the said period Tukaram was neither on sick list nor was he granted extension of one day's leave. The Manager Shriyut Saran therefore issued a show cause notice (Copy at Ex. E-3) dated 29-6-70 to the workman. Tukaram submitted his reply dated 2-7-70, copy of which is marked Ex. E-4. This explanation furnished by Tukaram was found to be unsatisfactory by the Manager Shriyut Saran and so Tukaram was informed by the letter dated 4-7-1970 (copy at Ex. E-5) that he was being treated as a deserter having terminated his contract of service of his own accord under Standing Orders 9(d) and his name was being struck off from the Rolls.

8. Now it is the case of Party No. 1 that the action in this case has been taken in accordance with clause 9(d) of the Standing Orders. According to this clause if a workman absents himself without permission continuously for 10 days or more, he shall be treated as a deserter having terminated his contract of service of his own accord and shall be liable to payment of Notice pay to the employer. The Standing Order further enjoins that before taking action against the workman the Manager shall give him further 7 days time within which to show cause as to why he should not be treated as a deserter under this sub-clause. It would appear that the management was quite justified in taking action against the workman as provided by clause 9(d) of the Standing Orders. It was submitted on behalf of the management that the Standing Orders have a statutory force and they are binding upon employer and employees as statutory terms and conditions of service *vide* workman in B and C Mills. Vs. B and C Mills 1970 I LLJ. 26. It is further pointed out on behalf of the Management that this is a case in which the service of Tukaram has been terminated on his remaining unauthorisedly absent for more than 10 days and so this must be regarded as a case of automatic termination of service. In this connection reliance is placed on National Engineering Industry. Vs. Hanuman 1967 II LLJ 883 which is a Supreme Court decision. It was held that when Standing Order provided for a workman losing his lien on his appointment in case he does not join duty within 8 days of the expiry of the leave, his services should be held as automatically terminated on the happening of that contingency. On this point the Party No. 1 also pressed into service the ruling of the Madras High Court reported in Bhavanil Mills Ltd. Kodanur Vs. Presiding Officer, 1970-II LLJ 550 and the Supreme Court case reported in Indian Iron and Steel Co. Vs. Their workmen 1958 I LLJ 260. It is therefore evident that this is a case in which the workman Tukaram absented himself without permission continuously for more 10 days and thus he became a deserter having terminated his contract of service of his own accord under Standing Order 9(d). It was also pointed out on behalf of the Party No. 1 that the past record of service of this workman is bad and unsatisfactory and he does not deserve any sympathy. In his cross examination Tukaram has admitted certain acts of omission and commission in the discharge of his duties in the past, however in my opinion this aspect of the matter has not much relevance because this is not a case in which the workman has been punished for any specific act of misconduct.

9. For the above mentioned reasons, I find that the action taken by the Management of the Ghugus Colliery under clause 9(d) of the Standing Orders is quite justified and the

workman Tukaram is not entitled to any relief. I make an Award accordingly.

W. K. ALMELKAR, Presiding Officer.

Nagpur:

Dated, 8th December, 1972.

New Delhi, the 18th January, 1973

S.O. 236.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Real Kajora Colliery, Post Office Kajoram, District Burdwan and their workmen, which was received by the Central Government on the 12th January, 1973.

[No. L-19012/105/71-LRII.]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 127 of 1971

Parties :

Employers in relation to the management of Real Kajora Colliery,

AND

Their workmen.

Present :

Sri S. N. Bagchi—Presiding Officer.

Appearances :

On behalf of Employers—Sri N. Das, Advocate.

On behalf of Workmen—Absent.

State : West Bengal.

Industry : Coal Mine.

AWARD

By Order No. L/1912/105/71-LRII, dated 13th December, 1971 the Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment, referred the following dispute existing between the employers in relation to the management of Real Kajora Colliery and their workmen, to this tribunal, for adjudication, namely :

"Whether the action of the management of Real Kajora Colliery, Post Office Kajoram, District Burdwan in terminating the service of Shri Bhagwat Mahato, Winding Engine Khalasi, by their letter dated the 21st May, 1971 is justified as per clause b(iv) of the agreement dated the 15th September, 1970 referred to therein? If not, to what relief is the workman entitled and from which date?"

2. On 29-11-1972 the reference was docketed for fixing a date of preliminary hearing. The management was represented by Mr. Das, learned Advocate and Mr. B. Malkhandy, Bar-at-Law, claimed to represent the union. On that date the following order was passed :

"Today is the date fixed for peremptory hearing of the case. Learned Advocate Sri N. Das is present for the management. Mr. B. Malkhandy, Bar-at-Law, was also present.

Rule 10B(1) of the Central Rules clearly states that the order of reference is sent by the Central Government straight to the party representing the workmen and to the employer involved in the dispute. This tribunal as a measure of abundant caution, though not enjoined by the rule above, sends a notice of the order of reference to the employer and to the party representing the workmen on the basis of the

Government order as forwarded to this tribunal. The failure report shows that the Colliery Mazdoor Sabha, CITU, raised the dispute. The annexure to the order of reference shows that the order of reference was sent by registered post with acknowledgement due not only to this Tribunal but to the Manager, Real Kajora Colliery and to the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan. Therefore, the employer is the Manager and the party representing the workmen is Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan that had raised the dispute before the conciliatory authority. This tribunal's notice was also addressed to the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan as will appear from the acknowledgement receipt of the notice sent per registered post. Somebody signed on the receipt on 23-1-1972 affixing a rubber stamp impression which is undecipherable.

The management appeared on 27-10-1972. On 24-10-1972 an application was filed by Sri R. Chatterjee, General Secretary for and on behalf of the Colliery Mazdoor Sabha of India affixing thereon the rubber stamp impression, Colliery Mazdoor Sabha of India, purporting to be a petition for condoning the delay in filing the statement of case for and on behalf of the workmen. Cause was found to be sufficient and the statement was accepted on the impression that the party representing the workmen as referred to in the order of reference did apply and did file the written statement. The employer filed its statement of case.

Now, today when the matter was placed before me, I went through the record and I find that in response to the notice sent by this tribunal, the General Secretary Sri R. Chatterjee for and on behalf of the Colliery Mazdoor Sabha of India, Raniganj, appeared. It is clear from Rule 10B(1) that the party representing the workmen involved in this dispute is none else but the Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan but not Colliery Mazdoor Sabha of India. The very names of the unions indicate that the two unions are two separate entities. If both the unions are registered under the Trade Unions Act, then each is a corporate entity under Sec. 13 of the Trade Unions Act which must have its succession of office-bearers and its common seal. This tribunal invited statement of case from the party representing the workmen in terms of the Government order and the Government also sent the order of reference direct by registered post to the party representing the workmen involved in this reference that means to General Secretary, Colliery Mazdoor Sabha. Therefore, on the face of the record, the party representing the workmen involved in the dispute is Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan but not any other union. Accordingly, the representation of the workmen involved in this case by Colliery Mazdoor Sabha of India through its General Secretary is contrary to the provisions of Section 36(1)(a) of the Industrial Disputes Act read with Rule 10B(1) of the Central Rules. Therefore, the proceeding cannot proceed further and shall start de novo.

I reject the statement of case and the petition and all that filed by the Colliery Mazdoor Sabha of India in this proceeding that has no locus standi to act or represent the workmen involved in this proceeding. Therefore, issue notice on the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan though that organisation is not entitled under the law to any notice. When that organisation got the order of reference direct from the Government of India, its mandatory duty under Rule 10B(1) was to file the statement of case for and on behalf of the workmen within two weeks from the date of receipt of the order of reference from the Government of India and that having not been done by that organisation this tribunal would presume that that organisation is not willing to represent the workmen involved in this case.

Be that as it may, the situation is such that in the interest of justice this tribunal would again issue a notice on the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan and would direct the General Secretary that if he so desires, being office bearer of a party representing the workmen in terms of the Government order of reference, he may file a statement of case on behalf of the workmen within 15 days from the date of receipt of this notice falling which the case shall be heard ex-parte.

The management's advocate is present. So, no fresh notice is necessary to be served on the management. If by 27th of December, 1972 the General Secretary of Colliery Mazdoor

Sabha does not appear to represent the workmen involved in this case and to file a statement of case on behalf of the workmen involved in this case the management should be present and the case shall be heard."

3. Notice was issued to Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan in terms of the order aforesaid by registered post. The notice, however, was addressed to the Genral Secretary, Colliery Mazdoor Sabha, Raniganj, District Burdwan. It was received on 5-12-72 by somebody who gave a rubber stamp impression on the acknowledgement receipt reading as "Colliery Mazdoor Sabha of India". Here again somebody impersonated himself and received the notice addressed to the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan and subscribed his undecipherable initial with date 5-12-72 over which there is the rubber stamp impression, not of the Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan but of Colliery Mazdoor Sabha of India. The order referred to above would show that Colliery Mazdoor Sabha of India was held to have no locus standi to act or represent the workmen involved in the proceeding. This tribunal, therefore, holds on the circumstances noticed above that Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan is a non-existent organisation.

4. On the date fixed, that means on 27-12-72, the Colliery Mazdoor Sabha did not appear, not even the Colliery Mazdoor Sabha of India. The management was present through its learned Advocate Mr. Das. Mr. Das submitted that the dispute referred to for adjudication by this tribunal had never been an industrial dispute and was not an industrial dispute even upto the date of hearing of the reference, and that as such this tribunal had no jurisdiction to entertain and adjudicate upon the reference. In proceedings No. 95 and 103 of 1971 Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan was a party appearing to represent workmen involved in the dispute and appeared to represent the workmen involved in those references posing itself to be a registered trade union. In those proceedings the management had called for the register of Trade Unions maintained in West Bengal which was marked as an exhibit being Ext. No. M 14. It was found in those proceedings that on 15-7-55, a union of the name Colliery Mazdoor Sabha, bearing registration No. 3449 was registered as such with its registered head office at Jamuria, P.O. Jamuria, District Burdwan. In presence of Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan it was held in those proceedings that the only registered trade union that has still now its legal existence as a corporate body under Section 13 of the Trade Unions Act is the Colliery Mazdoor Sabha bearing Registration No. 3449 registered on 15-7-55 having its registered head office at Jamuria, P.O. Jamuria, District Burdwan, and that the Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan bearing the same registration number, is a spurious organisation and is not a registered trade union. Ext. M. 14 in those two proceedings clearly revealed the non-existence of any organisation of the name Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan, bearing registration Sl. No. 3449, having its office, but **not** head office at Raniganj, District Burdwan.

5. In this proceeding not only the Central Government had sent the order of reference under Rule 10B(1) of the Central Rules framed under the Industrial Disputes Act, 1947 to the General Secretary, Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan, but this tribunal had also sent the notice when it received the order of reference, Colliery Mazdoor Sabha of India, but not Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan through one Robin Chatterjee claiming to be the General Secretary of Colliery Mazdoor Sabha of India, Raniganj, filed a petition before this tribunal on 23-10-72 on behalf of the said organisation praying for time for condonation of delay in filing the statement of case on behalf of the workmen. That petition was not supported by any letter of authority made and subscribed by the workmen in favour of the union i.e. the Colliery Mazdoor Sabha of India as required by Rule 36 Form F of the Central Rules. The statement of case was filed by Robin Chatterjee for and on behalf of the Colliery Mazdoor Sabha of India, Raniganj, which was received by this tribunal. The management also filed its statement of case on 27th October, 1972 with a petition for condoning the delay. B. Malkhandy, Advocate, on 27-10-72 filed a letter before this tribunal which reads as follows: "I have been authorised by Colliery Mazdoor Sabha, Raniganj, to appear in the above matter. I undertake to file a regular letter of authority from the union on the date of preliminary hearing". On 27th December, 1972, when the 36 G. of I—5.

case was called on as fixed for preliminary hearing neither the Colliery Mazdoor Sabha nor the Colliery Mazdoor Sabha of India nor Mr. B. Malkhandy, Advocate, appeared. I have already referred to the order passed by this tribunal on 29-11-72.

6. Rule 36 Form F of the Central Rules, read with the observation of their Lordships of the Supreme Court in Hotel Imperial's case, 1959 II LLJ 553 at page 554 enjoins that the workmen, if they want to be represented by any union other than the union to whom the notice of the reference had been sent, they have to apply to the tribunal for their representation through another union or may apply for being made parties individually. This observation of their Lordships is in consonance with Rule 36 Form F of the Central Rules. The union is never a party to any dispute. The party to a dispute i.e. an industrial dispute is on one side the management and in other side the workmen. The union is only a representative of the workmen as may also be a lawyer. Workmen are entitled to be represented in any proceeding under the Industrial Disputes Act as laid down in Section 36(1) clauses (a), (b) and (c) reading as:

36(1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

- (a) an officer of a registered trade union of which he is a member;
- (b) an officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;
- (c) where the worker is not a member of any trade union, by an officer of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorized in such manner as may be prescribed."

Now Section 18(1) of the Industrial Disputes Act speaks of a settlement arrived at by agreement between the employer and workmen otherwise than in course of a conciliation which shall be binding on the parties to the agreement. The workmen are required either through themselves or through its representative duly authorised by law to lay the charter of demand first before the authority of the management that may accede to or reject such demand. This is the first limb "in any proceeding under the Industrial Disputes Act", as occurring in Sub section (1) of Section 36 of the Act. If at the stage of laying the charter of demand before the authority of the management, either by a body of workmen or by workmen represented by their duly authorised registered union of which they are members workmen in either case may enter into an agreement with the employer. Then the agreement would be binding between the management and the workmen. So "any proceeding" under the Industrial Disputes Act as occurring in Section 36(1) includes a proceeding when the charter of demand as noted above is laid before the authority of the management. If the authority of the management does not accede to the charter of demand and no agreement is arrived at, then the charter of demand is to be laid before the Conciliation authority. The workmen themselves or their duly authorised representative such as a registered Trade Union may lay such charter of demand. If the conciliation proceeding ends in a failure the conciliation officer is to send a report. The Central Government to whom the failure report is sent, if it finds that the dispute over which the conciliation failed is prima facie an industrial dispute, it may refer the dispute as an industrial dispute under Section 2(k) of the Act before any of the three adjudicatory authorities, viz., labour court, industrial tribunal or National tribunal, as the case may be. The proceeding before the conciliation officer also falls within the expression "any proceeding under the Industrial Disputes Act" as in Section 36(1) of the Act. Before the adjudicatory authority, as Rule 10B(1) enjoins, party to the dispute meaning the workmen themselves may file their statement of demand relating to the issue referred to for adjudication or may legally authorise an office bearer or a member of the executive of a registered trade union to represent the workmen involved in the dispute in the proceeding before adjudicatory authority. So, "any proceeding under the Industrial Disputes Act" as occurring in Sec. 36(1) of the Act means and includes three proceedings, first the proceeding by laying the charter of demand before the authority of the management, second when laying the charter of demand before

the conciliatory authority, and third when laying the charter of demand relating to the issue referred to before the adjudicatory authority and at each of such three stages of the proceedings the workmen themselves may represent or they may authorise, as required by Rule 36 Form F of the Central Rules read with Sec. 36(1)(a) of the Act any office bearer or a member of the executive of a registered trade union of which they are members to represent the workmen in each of the three stages of the proceeding under the Industrial Disputes Act. If the representation of the workmen at any of the three stages of the proceedings as mentioned above is contrary to rule 36 Form F of the Central Rules any act of the representative of the workmen would not bind the workmen involved in the dispute. Rule 37 of the Central Rules reads as follows:

"37. Parties bound by acts of representative—A party appearing by a representative shall be bound by the acts of that representative."

Rule 36 Form F of the Central Rules read as follows:

"36. Form of authority under section 36—The authority in favour of a person or persons to represent a workman or group of workmen or an employer in any proceeding under the Act shall be in Form F".

FORM F
(See Rule 36)

Before.....
In the matter of
Reference No.....of.....workmen
VERSUS
.....Employer
I/We hereby
authorise Shri/Sarvashreeto represent
me/us in the above matter.
Dated thisday of19 ..

Signature of person(s)
nominating the representative(s)
Address

Accepted:

Signature of representative(s)
Address

So, the position is that when the charter of demand is laid before the authority of the management either by the workmen or by a representative of the workmen duly authorised in that behalf according to law and the management refuses to accede to the demand, it is the first stage in the proceeding under the Industrial Disputes Act. The second stage is the conciliation proceeding and the third stage is the proceeding before the adjudicatory authority. So, in each of such stages the representation of the workmen involved in the dispute must have to conform to the law that means Section 36(1) read with Rule 36 Form F or else any act of the representative at any of the three stages of the proceeding under the I.D. Act would not bind the parties. The Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan bearing registration Sl. No. 3449 has never been a registered trade union under the Trade Unions Act. That organisation purported to act as if it were a registered trade union and posed itself as such before the management, before the conciliatory authority but did not dare appear before this tribunal in this proceeding as a registered trade union. The Colliery Mazdoor Sabha of India that appeared in this proceeding purporting to represent the workmen involved in this proceeding did not file any letter of authority made and subscribed by the workmen involved in this dispute as required by Section 36(1)(a) of the Industrial Disputes Act read with Rule 36 Form F of the Central Rules in this proceeding. So, Colliery Mazdoor Sabha of India, be it a registered trade union or not, it had never been authorised by the workmen involved in this dispute to represent the workmen as required by Rule 36 Form F of the Central Rules read with Section 36(1)(a) of the Industrial Disputes Act. The Colliery Mazdoor Sabha, P.O. Rani-

ganj, District Burdwan that had never been a registered trade union first made a false representation before the management when laying the charter of demand on behalf of the workmen since it posed itself as if it were a registered trade union though it had never been so in fact and law. Next, that organisation through its so called General Secretary laid the charter of demand before the conciliatory authority as would appear from the failure report. Conciliatory authority bonafide took it for granted that Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan (CITU) which had raised the dispute by its letter dated 9-7-71 against the management of Kalora Colliery was a registered trade union when such organisation had never been a registered trade union. The conciliation proceedings ended in failure and upon the failure report the Central Government referred the dispute for adjudication by this tribunal. As Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan had never been a registered trade union, it had no right under Section 15(d) of the Trade Union Act to conduct any trade dispute either on behalf of the union or any member of such union. As Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan had never been a registered trade union, it had no authority under Section 36(1)(a) read with Rule 36 Form F of the Central Rules to represent the workmen involved in the dispute before the conciliatory authority but that organisation through its General Secretary purported to represent the workmen before the conciliatory authority posing itself to be a registered trade union, thereby committing fraud upon the Statutes i.e. the Industrial Disputes Act and Trade Unions Act respectively. This fraud vitiated the entire conciliatory proceeding and the resulting failure report was also tainted with fraud. The Central Government may refer a dispute for adjudication otherwise than on a failure report but when it acts on a failure report which is vitiated by fraud, its action is also tainted with fraud that vitiated the failure report. The dispute raised before the management, before the conciliatory authority and before this tribunal had never been raised by the workmen themselves. But the so called union posing to be a registered trade union which had never been, so posed itself to be a registered trade union, and committed fraud before the management, and the Conciliatory authority. It did not appear in this proceeding before this tribunal. The other union that came had not been authorised by the workmen as required by Rule 36 Form F. So the other union i.e. the Colliery Mazdoor Sabha of India has *suo locus standi* to represent the workmen in this proceeding. The proceeding before the management and the Conciliation officer having had been tainted by fraud committed by the so called General Secretary of Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan caused the dispute to be bereft of the character of an industrial dispute under Section 2(k) of the Industrial Disputes Act. So, the dispute that has been referred to before this tribunal for adjudication had not been an industrial dispute under Section 2(k) of the Industrial Disputes Act. The dispute remaining what it is, but being not an industrial dispute under Section 2(k) of the Industrial Disputes Act, this tribunal has no jurisdiction either to entertain or to adjudicate upon the dispute. In spite of notice to the General Secretary, Colliery Mazdoor Sabha, somebody impersonated and signed the acknowledgement receipt of the notice giving a rubber stamp impression of Colliery Mazdoor Sabha of India. Here also a clear fraud upon the Statute has been committed so also impersonation in this proceeding. This being the charter of the dispute, tainted by fraud cannot be considered as an industrial dispute under Section 2(k) of the Industrial Disputes Act. So, this tribunal rejects the reference as it has no jurisdiction either to entertain or to adjudicate upon it as the dispute is not an industrial dispute as recognised by law.

This is my award.

S. N. BAGCHI, Presiding Officer.

January 3, 1973.

New Delhi, the 19th January, 1973

S.O. 237.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bangalore in the industrial dispute between the employers in relation to the Canara Banking Corporation Limited and their workmen, which was received by the Central Government on the 17th January, 1973.

[No. 23/110/70-IRIII]
KARNAIL SINGH, Under Secy.

Before the Industrial Tribunal in Mysore, Bangalore.

Dated, the 30th December, 1972

Present

Sri Narayan Rai Kudoor, B.A., B.L., Presiding Officer,
Reference No. 1 of 1971 (Central)

I Party :

- (a) The General Secretary, Canara Banking Corporation Employees' Union, No. 166, Dr. D. N. Road, Fort, Bombay-1.
- (b) The General Secretary, Canara Banking Corporation Employees' Association, No. 20, Strand Road, Calcutta.
- (c) The General Secretary, Corporation Bank Employees' Guild, Coast Road, Coondapur, 8, K., Mysore State.

II Party :

The Canara Banking Corporation Limited,
Mangaladevi Temple Rd., P. B. No. 88, Mangalore.

Appearances

For the I(a) Party & }
I(b) Party. } Sri K. K. Mundal, President

For the I(c) Party: Sri A. L. Hebbar, General Secretary, Corporation Bank Employees' Guild, Coast Road, Coondapur S. K. & Sri S. Krishniah, Vice President.

For the II Party: Sri Krishna Murthy Iyer, Law Officer, Canara Banking Corporation Ltd., Mangalore.

REFERENCE

(Central Government Order No. 23/110/70-LR III dt. 31-10-70).

AWARD

The Central Government, being of opinion, that an industrial dispute exists between the Employers in relation to the Canara Banking Corporation Limited, Mangalore, since called as Corporation Bank Limited with effect from 26-4-1972 and their workmen, referred the said dispute to this Tribunal for adjudication in exercise of the powers conferred by Section 7-A and Clause (d) of Sub Section (1) of Section 10 of the Industrial Disputes Act, 1947, (Act XIV of 1947) as per the Order of Reference No. 23/110/70/LR III dated 31st October 1970 on the following points of dispute:—

“(A) Whether the action of the management of Canara Banking Corporation Limited, Mangalore, in not giving the correct designation to the Probationary Accountants as ‘Special Assistants’ as provided in the Bipartite Settlement dated the 19th October 1966 and treating them as Officers from 1st January 1970, is justified? If not, to what relief these employees are entitled?”

(B) Whether the present policy of promotion followed by the management for promoting clerks to the post of Probationary Accountants and Probationary Accountants to accountants is justified? If not, what should be the reasonable and fair promotion policy to be devised?”

2. On receipt of the Reference, it was registered as Central Reference No. 1 of 1971. The workmen to the dispute are represented by three Unions whereas the Canara Banking Corporation Limited is represented by its General Manager. Notice of the dispute was issued to both the Parties. They entered appearance and filed their respective Claim Statements relating to the points of dispute scheduled in the Order of Reference.

3. The Canara Banking Corporation Employees' Union, Bombay, represented by its General Secretary is the I Party (a) Union, the Canara Banking Corporation Employees, Association, Calcutta, represented by its General Secretary is the

I Party (b) Union and the Corporation Bank Employees, Guild, Coondapur, represented by its General Secretary is the I Party (c) Union. Each Union has filed its claim statement separately. I will refer only to the main points contained in the pleadings of the parties without going into the details as it would not be relevant for our present purpose as the present order is confined only to the point covered under the preliminary Issue.

4. The I Party (a) Union (hereinafter referred to as the Employees' Union) has filed a lengthy claim statement. It has urged, in its statement, that the I Party (c) Union has to be excluded from participating in the adjudication of the dispute under reference on the ground that it is not concerned with the dispute items (A) of the Schedule to the Reference since it has, at no time, raised any dispute in respect of the said matter and in so far as the dispute in item (B) is concerned, it has already chosen to cover the interests of its Members by entering into a Settlement with the management dated 15th September 1970. On the merits of the dispute covered under point (A), it has averred that the action of the management of the Canara Banking Corporation Limited in not giving the correct designation to Probationary Accountants as ‘Special Assistants’ as provided in the Bipartite Settlement dated 19-10-1966 and treating the Probationary Accountants as Officers with effect from 1-1-1970 is wholly unjustified. Dealing with the question covered under Item (B), it has urged to accept the principle of Seniority-cum educational qualifications in respect of promotion to the category of workmen Probationary Accountants, otherwise called as ‘Special Assistants’ by giving up the existing promotion policy prevailing in the Bank. It has, further urged that education qualifications should be given weightage in the same measure as increments in the scale received by them for the same. Further in implementing the Promotion Policy, the Bank has to prepare a State-wide Seniority list on the basis of actual length of service plus weightage for educational qualifications, if any, and the postings be effected from the said Seniority list on the basis of senior most being given the first preference. As regards the settlement dated 15-9-1970 entered into by the I Party (c) Union with the Management regarding the promotion policy, it is averred that that settlement was a Collusive settlement brought about by the I Party (c) Union and the II Party, the terms of which are not conducive to the beneficial interests of the employees of the Bank as a whole.

5. The I Party (b) Union (hereinafter referred to as the Employees' Association) has filed a statement supporting the stand taken by the Employees' Union.

6. The I Party (c) Union (hereinafter referred to as the Guild) by its claim statement has urged the following contentions:—

The Bank was not following any exact policy for the promotion of clerks to the cadre of Accountants. The Policy followed by it was an arbitrary one in violation of the specific directions contained in paragraphs 528 and 529 of Sastry award. Till 1962, the practice of the Bank was to promote clerks on their passing the Departmental Tests, but later the criterion adopted by it to merit promotion was possession of Banking Diploma, C.A.I.I.B. Such of the clerks on securing their diploma were automatically promoted in the cadre of Accountants, but they were to be on probation for indefinite period and confirmed thereafter according to its whims and fancies. Service conditions including pay of Accountants during the period on probation were in terms of Bank Awards and Bipartite Settlement dated 19-10-1966. In addition to normal duties, they were entrusted with supervisory duties. These Accountants on probation, otherwise called as Probationary Accountants were in reality “Workmen” as defined under Section 2(s) of the Industrial Disputes Act, 1947, and their service conditions remained as such, till 9-2-1970 when the Bank by its Circular No. 100/70 granted them its own regular scale of pay with retrospective effect from 1-1-1970. The workmen who were Accountants on Probation on the said dates accepted the Bank's rules and emoluments and preferred to become non-workmen. Consequently, the Guild does not seek any relief in respect of those class of employees. The promotion of clerks as Accountants on probation or as probationary accountants is a misnomer, since there cannot be any promotions within the same category viz. of workman. It is in the nature of appointment to the said post from amongst the clerks strictly on the basis

of Seniority with weightage for educational qualifications. It is immaterial to the Guild whether the Accountants on probation are designated as probationary accountants or special assistants since such nomenclatures are only illustrative. Dealing with the present policy of promotion followed by the Bank, it is averred that there is no promotion of clerks to the posts of Probationary Accountants and Probationary Accountants to the Accountants as specified in item (B) of the Schedule to the Reference but it is promotion of clerks to the posts of Accountants and confirmation after keeping them on probation for indefinite period, at present, restricting to one year. The Bank had been all along favouring only Diploma Holders in Banking for promotions. Senior Clerks who were fit for promotions were overlooked and superseded by juniors, against the sound principles of justice, equity and the policy generally followed by the counterparts of the Bank. The Guild was, therefore, constrained to seek the good offices of the Labour Machinery on 13-1-1969 to get a fair promotion policy evolved. The Labour Conciliation having been proved futile, the Guild held series of negotiations with the Bank and finally entered into a Settlement on 15-9-1970 which came into force from the said date. However, the Bank did not implement the said Settlement so far. The Guild had to issue a notice on 12th March 1971 calling upon the Bank to implement the Settlement forthwith. However, no assurance of any proper remedy came forth and hence this Reference. Finally, it has prayed to the Tribunal to direct the Bank to implement the Settlement dated 15-9-1970 forthwith devise a fair and reasonable promotion policy as it deems fit and proper in consonance with the spirit of the said Settlement.

7. The II Party has advanced the following contentions in its statement of objections relating to the points of dispute scheduled in the Order of Reference:—

There are about 1000 employees working under the II Party management in all the offices. None of the employees has authorised either the Employees' Union or the Employees' Association to raise the present dispute and as such, they have no *locus standi* to represent the workmen in these proceedings. So far as the other Union viz. the Guild is concerned, it has only raised the dispute covered under point (B) of the Schedule and as regards that dispute, it has now entered into a settlement with the II Party as per the Memorandum of Settlement dated 15-9-1970. The majority of the workmen have accepted that Settlement. The Reference made by the State Government is incompetent, as there was no industrial dispute existing between the workmen and the II Party on the date the reference was made. None of the I Party-Unions had at any time, placed any demand on the management, either on the promotion policy or on the question regarding the category of Special Assistants. If at all, any demand was made by any of the Unions, it was so made to the Conciliation Officer and the Conciliation Officer in his turn communicated the same to the Management which is not sufficient to constitute an industrial dispute and as such, the Reference is liable to be rejected. Further, there is no cadre of Special Assistants in the II Party Bank though such a designation is provided in the Bipartite Settlement dated 19-10-1966 for those clerks who are entrusted with supervisory work. The Probationary Accountants in the establishment of the Bank are in no way identical with the category of Special Assistants as their duties are not identical though a few of them may be identical or similar to each other. Hence the demand of designating Probationary Accountants' as 'Special Assistants' is untenable. Such a demand would amount to interference with the administration of the II Party-Bank. Besides, none of the Probationary Accountants of the II Party has ever desired to designate him as 'Special Assistant' and therefore, the present demand is based on no grievance from the 'Probationary Accountants' and as such, the Reference is liable to be rejected on this score also. Further, the post of Probationary Accountant is that of an Officer whose main duties, according to the Service Regulations of the Bank are managerial and directional in the course of which they also perform some of the supervisory duties. When a clerk is entrusted with the duties as Probationary Accountant, he ceases to be a workman. The management is not obliged to create the post of 'Special Assistants.' The designation of 'Special Assistants' referred to in the Bipartite Settlement is to be given to those clerks who perform the supervisory duties. The II Party at no time, entrusted supervisory work to any of the clerical staff. Hence the question of treating or designating 'Probationary Accountants' as 'Special Assistants' does not arise. The II Party is following a fair and just policy regarding promotion which needs no amendment.

On these grounds, the II Party requested to reject both the demands of the workmen.

8. During the pendency of the proceedings, the Employees' Union and the Employees' Association entered into a Settlement with the management on 7-11-1971 settling the disputes covered under the Order of Reference by way of two separate settlements of even date. The II Party filed those settlements along with a memo before this Tribunal on 26-11-1971 requesting to pass an Award in terms of those settlements. The Guild has filed its objections raising the following grounds:—

It is not admitted that a settlement has been arrived at between the Management and the Employees' Union and Employees' Association on 7-11-1971 as claimed in the memo. In fact, the Guild was invited for talks by the II Party on 8-11-1971 in its letter dated 30-10-1971 to finalise the terms of the proposed settlement. The Membership of the Employees' Association is confined only to a single branch of the Bank at Calcutta. Regarding the Settlement, dealing with the dispute item (A) of the Schedule, the Guild has urged the deletion of Clauses 6, 7 and 10 of the Settlement. As regards the second settlement dealing with the dispute item (B), the Guild has urged that in its place, the settlement signed by it with the II Party on 15-9-1970 be accepted as it is more favourable to the workmen than the terms of the Settlement entered into by the Employees Union and the Employees' Association with the management regarding the promotion policy.

9. At the request of both the parties, the question of acceptance or otherwise of the settlements filed into court has been treated as a preliminary Issue. The Issue framed for decision is:—

"Whether the settlements dated 7-11-1971 entered into between the I(a) and (b) Parties on one hand and the management on the other, filed into court, along with the Memo on 26-11-1971 by the II Party are just and fair settling both the points of dispute covered under the Order of Reference. If so, whether the parties are entitled for an Award in terms thereof."

10. The parties adduced evidence, both oral as well as documentary, on the preliminary Issue. The Unions supporting the Settlements examined one witness, whereas the Guild has examined 7 witnesses. The II Party has examined only one witness. In addition to the oral evidence, the parties have also produced a number of documents. Thereafter, the matter was set down for arguments. The parties have advanced arguments at great length. At the fag end of the argument, the Guild has come forward with an application dated 18-9-1972 raising a plea that the Reference made by the Government is incompetent and to reject the Reference on that score; and further requesting the Tribunal to treat that plea as a preliminary issue and disposed of the same before dealing with the question of acceptance or otherwise of the settlements filed into court. The II Party as well as the remaining two Unions opposed the application. Both Parties advanced their arguments on the application along with other matter.

11. I shall first dispose of the application filed by the Guild before dealing with the question covered under the preliminary Issue relating to the settlements filed into Court. The application in question, is based on the following averments:—

The II Party in para 3 of its statement of objections has stated that the Reference is bad, unlawful and invalid on the ground that the demand by workmen must be first raised on the management and rejected by them before an industrial dispute is said to arise and exist, that the Guild has not at all raised any demands giving rise to the disputes covered under the Order of Reference against the management, that the demand raised by them before the Regional Labour Commissioner (Central), Hyderabad, was as contained in their letter dated 11-2-1970. That a copy of the said letter was alone sent to the II Party, and the demand contained in that letter was never made against the employer. The above contention of the II Party urged in para 3 of its statement is correct. There is no industrial dispute exists between the parties for making a Reference by the Government and, therefore, the Reference made by the Government is incompetent. There is also another flaw in the points of Reference

made by the Government of India. The Guild has demanded before the Regional Labour Commissioner (Central) Hyderabad, as per the letter dated 11-2-1970 that the II Party is not following the rules in making promotions from the cadre of Junior clerks to the cadre of Accountants. In other words, the demand of the Guild all along has been that the promotion of clerks to the Cadre of Accountants must be in accordance with the rules. But, the Government of India, in their Reference, have introduced other categories of Probationary Accountants, Special Assistants etc. The points of Reference ought to have been as to whether the Management in making promotions from the cadre of clerks to the Cadre of Accountants is acting in violation of the rules, contained in Paras 528 and 529 of Sastry's Awards. These are the grounds on which the Guild has sought for the rejection of the Reference.

12. The II Party has filed the following objection:—

The attempt on the part of the Guild by filing the application is only to side crack the issue and to drag on the proceedings. The Guild has never raised these objections at any stage of the proceedings, so far either in its claim statement dated 29-3-1971 or in its objections dated 16-12-1971 filed against the memo filed by the II Party for recording the Settlements and to pass an award in terms thereof. The II Party withdrew the objections raised by it in their objection statement regarding the validity of the reference when its attention was drawn to Ext.W.2 marked in the case by the Employees' Union before signing the settlements dated 7-11-1971. The conduct of the Guild in not raising the contentions now urged in this application in its claim statement dated 29-3-1971 or objections dated 16-12-1971 would amount to waiver. On these grounds the management requested to dismiss the application.

13. The other two Unions filed a Joint Memo adopting the objections filed by the II Party.

14. The Guild through its present application wants to raise altogether a new plea regarding the jurisdiction of this Tribunal to entertain the Reference, which it has not raised earlier, at any stage of the proceedings. It has now advanced two grounds. The first ground is based on the objection raised by the II Party in para 3 of its statement that since the workmen, at no time, raised any demand regarding the points of dispute covered under the Order of Reference against the employer, there is no industrial dispute exists between the parties for making the Reference by the Government. The second ground is relating to the form of reference regarding the promotion policy which is based on its demand contained in its letter dated 11-2-1970. I must say, at the outset that the application filed by the Guild is liable to be rejected for the reasons I presently show.

15. None of the Unions representing the workmen in this dispute has raised any objection either regarding the incompetency of the Reference or lack of jurisdiction the Tribunal to entertain the Reference and adjudicate upon the dispute scheduled in the Order of Reference. It was the II Party-Management that had raised such a plea in its claim statement. Apart from putting forward its plea on the merits of the points of dispute covered under the order of Reference, it has advanced two preliminary objections, one relating to the locus standi of the employees' Union and the Employees' Association to represent the workmen of the II Party in the present dispute and the other regarding the validity of the Reference for the reasons mentioned in paras 3 to 5 of claim statement. They were covered under Additional Issue 1 and 2 framed on the pleadings of the parties, read as follows:—

"1. Whether the I Party-(a) and (b) have no locus standi to represent the workmen of the II Party in this dispute?

2. Whether the Order of Reference is invalid for the reasons mentioned by the II Party in paras 3 to 5 of their statement of objections?"

Later the II Party has filed a Memo dated 1-6-1972 stating that these two issues were not pressed and the Memo was accepted. This was done in the presence of all the parties including the Guild. No objection whatsoever was raised by the Guild when the II Party has filed the memo expressing its intention not to press Issues 1 and 2

which involved also the question of jurisdiction of the Tribunal to entertain the Reference and to adjudicate upon the dispute. On the contrary, the stand taken by the Guild in its claim statement dated 29-3-71 was in favour of the Tribunal vested with jurisdiction to deal with the dispute as it is evident from the prayer made therein requesting the Tribunal either to give a direction to the II Party to implement the Settlements dated 15-9-1970 entered into between the Guild and the II Party or to devise a fair and reasonable promotion policy as the Tribunal deems fit and proper in consonance with the spirit of the said settlement. Instead of raising any objection regarding the jurisdiction of the Tribunal to entertain the Reference, the Guild has taken up a positive stand that this Tribunal has jurisdiction to entertain the Reference and to adjudicate upon the dispute. The same stand it took in its objections dated 16-12-1971 filed against the memo of the II Party requesting to pass an award in terms of the Settlements entered into between the II Party and the other two unions. After recording its objections against some of the terms of settlement, the Guild has prayed in its objection statement at the end to pass an Award in the light of the modifications suggested by it. The Guild would not have made such a prayer, if it had felt that this Tribunal had no jurisdiction to deal with the matter. Besides, it was at the Instance of all the parties including the Guild the question of acceptance or otherwise of the Settlements has been taken up as a preliminary Issue and proceeded with. All the Parties adduced evidence both oral and documentary. After the evidence was over, all the parties including the Guild have advanced elaborate arguments on the preliminary Issue. It was at the fag and of the arguments the Guild has come forward with the present application raising the jurisdictional question which it had not raised earlier at any stage of the proceedings. The present stand taken up by the Guild in my view is in conflict with its stand taken all along in these proceedings till now and if allowed, would defeat the ends of justice. The plea advanced by the management and the other two Unions that it is an attempt on the part of the Guild to drag on the proceedings cannot be said to be without force. For all these reasons, I see no merit in the application and accordingly it is rejected.

16. With this I shall next take up for consideration the preliminary Issue relating to the Settlements filed in this case.

The II Party has filed into court two Settlements Ext.M.6 and M.7 dated 7-11-1971 along with a memo on 26-11-1971 requesting to pass an award in terms of the settlements. Those settlements were entered into between the management on one hand and two of the three Unions representing the workmen in this dispute viz. the employees Union and the Employees' Association on the other. The circumstances leading to the signing of the settlements may be stated in brief:—

The II Party Bank has its own promotion policy from the clerical cadre to that of the Officers. Clerk possessing Diploma in Certified Associate of the Indian Institute of Bankers (C.A.I.B.) and Diploma in Certified Associate of Institute of Bankers (C.A.I.B.) have been eligible for promotion irrespective of their Seniority, to the Officers' Cadre in the grade of Accountants and they will be placed on probation for certain period. During the period of probation, they are paid the salary they are drawing in the clerical cadre at the time of promotion plus some allowance. On confirmation, they are treated in the regular scale of pay i.e. Bank's own scale applicable to the Accountants. The period of probation varies from 2 to 3 years. From 1-1-70, the management treated all the probationary Accountants as officers and fitted them in the Bank's own scale applicable to the Accountants.

17. The employees' were dissatisfied with the promotion policy followed by the II Party. They have also demanded that the so called 'Probationary Accountants' must be designated as 'Special Assistants' since they too have been enjoying the status of 'Special Assistants' in their pay-scales, special allowance, Dearness Allowance and H.R.A. all these years on the same pattern as the Special Assistants are being paid in other Banks as provided in the Bi Partite Settlement dated 19-10-1966. The dispute raised by the Employees was taken up in conciliation by the Regional Labour Commissioner (Central) Hyderabad and the conciliation having ended in failure the Conciliation Officer submitted his failure

of conciliation report to the Central Government during August 1970. In the meanwhile, the management and the Guild Unions, started negotiations and deliberations regarding the promotion policy and finally arrived at a settlement as per Ext.M.8 dated 15-9-1970. The remaining two Unions viz. the Employees' Union and the Employees' Association were not parties to the said settlement. The Members of these Unions protested against the Settlement. Ext. M.8 and went on a strike on or about 15-10-1970 in which majority of the employees participated. The strike was called off by the Unions in view of the present reference made by the Central Government by its Order of Reference dated 31-9-1970 referring the dispute between the I Party-workmen and the II Party-Management to this Tribunal for adjudication. The points of dispute scheduled in the Order of Reference are:—

- "A. Whether the action of the management of Canara Banking Corporation Limited, Mangalore, in not giving the correct designation to the Probationary Accountants as 'Special Assistants' as provided in the Bi Partite Settlement dated the 19th October 1966 and treating them as Officers from 1st January 1970, is justified? If not, to what relief these employees are entitled?
- B. Whether the present policy of promotion followed by the management for promoting clerks to the post of Probationary Accountants and Probationary Accountants to Accountants is justified? If not, what should be the reasonable and fair promotion policy to be devised?

During the pendency of the adjudication of the above disputes, the Employees' Union and the Employees' Association representing the workmen on one hand and the management on the other brought about two separate Settlements, exts. M.6 and M.7 and filed them into Court with a request to pass an award in terms thereof. The remaining Union the Guild has opposed the settlements and the relief sought for.

18. The proper procedure to be followed in a case of vs-Dhanalakshmi Mills etc. (1960 II LLJ 556). In that in a decision in Coimbatore District Mills Workers' Union—this nature has been emphasised by the Madras High Court decision, during the pendency of the dispute 3 unions represented by the INTUC entered into an agreement with the management in respect of bonus for the years 1949 to 1952 on 23-3-1957. To that agreement, the petitioner, the District Mill Workers' Union, Coimbatore, was not an assenting party. The Petitioner sent a communication to the Industrial Tribunal, Coimbatore, stating that it was not consulted by the management while entering into the compromise and so, it requested the Tribunal to continue the Enquiry of the dispute which has been pending for quite a long time. The agreement entered into between the management and the other 3 Unions was sought to be recognised as one in final settlement of the dispute, the petitioner disassociated itself from the compromise and wanted to agitate the question of bonus. The Industrial Tribunal overruled the petitioner's claim for hearing on the merits of the case and passed an award in terms of the Agreement entered into by the management with the other 3 Unions. That order of the Industrial Tribunal was challenged by the Petitioner before the High Court of Madras. The main point that was canvassed before the High Court against the validity of the order of the Tribunal was its declining to enquire into the matter and merely recording the compromise between the management and some of the Unions which could not amount to a valid adjudication of the industrial dispute referred to it for adjudication. Dealing with the correct procedure to be followed, it was laid down in the decision as follows:—

"The question that has to be decided is whether the compromise entered into on 23rd March 1957 by the Indian National Trade Union Congress Unions, could be held to finally terminate the industrial dispute, and whether there has been a valid award in regard to it. The industrial tribunal merely adopted the compromise, and passed an award in terms thereof. There was no finding arrived at by the industrial tribunal after hearing all the parties as to whether that agreement was a fair and just

settlement of the dispute, so that it could be adopted as an award by the Tribunal itself. The dispute that was referred to for adjudication was one between the management and the workers in the 32 mills. Section 2(b) of the Act defines "award" as meaning an interim or a final determination of any industrial dispute. The order of the industrial tribunal dated 25th March 1957 purports to be a final determination of the dispute, and nothing is left outstanding to be decided. There has been no determination as such by the industrial tribunal of the question referred to it. The tribunal had merely adopted the agreement between the parties. Section 15, which prescribes the duties of the Tribunal, directs it to hold its proceedings expeditiously, and submit its award to the appropriate Government. There is no power in the industrial tribunal similar to one conferred under Order 23, Rule 3 of the Civil Procedure Code to record a compromise. What the industrial tribunal similar to one conferred under Order 23, Rule 3 is empowered, is to pass an award which is defined as interim or final determination. It is implicit in the word "determination" that it should be judicial, implying that the Tribunal exercises its own judgement. This does not however, mean that tribunal is precluded from taking note of a compromise entered into between the workers and the management. Where there is a compromise, it should consider whether, in its opinion, the compromise could be adopted as its own determination of the dispute that is, whether it is fair, just and equitable between the parties. This is necessary as the award would affect parties other than those actually appearing before the Tribunal. Section 18 of the Act states that an award which has become enforceable shall be binding on the parties to the industrial dispute, namely, the management and all the workmen. The binding nature of the award does not depend on any particular worker on the union to which he belongs or on a party. Section 36 enable a workman who is party to the dispute to be represented by another of a registered trade union, of which he is a member or where he is not a member of any trade union, by an officer of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and authorized in such manner as may be prescribed. The aforesaid provisions make it clear that, although a particular union or a worker has not been made a party to the dispute in the sense that no notice was issued to it or to him, any award that may be ultimately passed will be binding on him. The concerned worker or union is therefore given a right to be represented and heard in the industrial dispute. The nature of the dispute is such that numerous persons would be interested in it, notice could not be given to every one of them. The right adjudicated is not an individual right, but one common to all the workmen.

A compromise by a few cannot, therefore, amount to a settlement of the dispute, for a compromise can only bind those who are parties to it. It is, therefore, necessary, that, the industrial tribunal should either make its own award or adopt a compromise entered into between the parties as a part of its award after considering whether it is a proper, one form the point of all the workmen concerned in the dispute. For that purpose, the tribunal should give an opportunity to all the concerned parties to show whether the compromise could be so adopted. It was not therefore competent for the tribunal to have disposed of the matter, as if it were a dispute between the actual parties to the compromise."

19. It is seen from the above decision that the primary duty of a Tribunal entrusted with the work of adjudicating upon a dispute between the employer and the employees, is to find out whether a settlement arrived at by the parties is a fair and just settlement of the dispute so that it could be adopted as an Award by it after giving an opportunity to all the concerned parties to show that Agreement could be so adopted. With this object in view, all the parties to the present dispute are given an opportunity to show whether Exts. M 6 and M. 7 are just and fair settlements, settling

the disputes covered under the Order of Reference and this question has been put in as a preliminary issue as desired by the parties. The management and the workmen have adduced oral as well as documentary evidence on the preliminary issue. Among the parties to the dispute, only the Guild, one of the Unions representing the workmen, has opposed the Settlements whereas the remaining parties have extended their full support in favour of the settlements.

20. The only point that arises for decision is whether the settlements Exts. M. 6 and M. 7 are just and fair settling the dispute scheduled in the Order of Reference from the point of all the workmen concerned in the dispute.

21. As per the Order of Reference, two points of dispute one relating to the correct designation of Probationary Accountants as Special Assistants as provided in the Bi partite Settlement dated 19-10-1966 and the other regarding the policy of promotion to be followed in the II Party-Bank have been referred for adjudication. Ext. M. 6 is an over all settlement relating to the appointment of Special Assistants as provided in the Bi partite settlement including the point of dispute covered under Item A of the Schedule and Ext. M. 7 is a settlement laying down the policy of promotion to be followed in the II Party-Bank on All India basis regarding the promotion to the Officers' cadre in the grade of Accountants from the clerical cadre including the Special Assistants relating to the dispute covered under Item-B of the Schedule to the Order of Reference.

22. First I shall take up for consideration the settlement Ext. M. 6. As I said above Ext. M. 6 is an overall settlement pertaining to the appointment of Special Assistants from among the clerical cadre of the II Party-Bank on a statewide basis whereas the scope of the dispute referred for adjudication under Item-A of the schedule is a very limited one relating to not giving the correct designation to the Probationary Accountants as Special Assistants as provided in the Bi Partite settlement. In this context, it would be useful to recapitulate the circumstances that gave rise to the dispute concerned under Item-A of the Schedule and they were the following:— The II Party Bank has been adopting a policy of its own in making promotions from the clerical cadre to the Officers' cadre using their own nomenclature. Its policy is to promote the clerks to the post of Accountants and place them on probation for about one or two years before confirmation in the Accountant's post. Prior to 1-1-1970 there was no separate pay scale for the Accountants placed on probation. They were paid the salary that they were drawing as Clerks at the time of placing them on probation plus some additional allowance. With effect from 1-1-1970 a change was introduced in their pay scale, in that as soon as they were promoted to the Accountant's cadre, they were paid Accountant's scale of pay i.e. the Bank's own scales applicable to the Accountants even during their probationary period. The workmen of the Bank were not happy with the management about their above policy. Their grievance was that the II Party-Bank has not been following the provisions contained in para 5.12 of the Bi Partite Settlement in giving the correct nomenclature to its employees, that according to them the correct nomenclature of the so called Probationary Accountants should be Special Assistants as provided in the Bi Partite Settlement and as such they should be designated as Special Assistants and the action of the II Party in treating those Probationary Accountants as Officers with effect from 1-1-1970 was not justified. This controversy between the employees and the management gave rise to the point of dispute referred for adjudication under Item-A of the Schedule to the Order of Reference.

23. It is provided in para 5.12 of the Bi Partite Settlement that the Banks will as early as possible use in all the records correspondence etc. the nomenclature used in Appendix B in the Bi Partite Settlement for the appropriate duties. The duties of the Special Assistants are enumerated under Item 19 of Part I of Appendix-B under the head "Special Allowance duties." Rate of Special Allowance to the clerical staff in various class of Banks is provided under Part-I in para 5.2. As per that provision the Special Allowance payable to the Special Assistants in Class-B Banks is Rs. 70. The II party-Bank was a B-Class Bank as provided in the Bi Partite Settlement at the relevant time. W.W. 1 and W.W. 3 have stated that the duties performed by the Probationary Accountants of the II Party-Bank, their pay scales and the other allowances drawn by them prior to 1-1-1970 were that of the Special Assistants as provided in the Bi Partite Settlement. It is

seen from the evidence of W.W. 1 that the duties performed by the Probationary Accountants were the duties of the Special Assistants enumerated under item 19 of Part-I of Appendix B of the Bi Partite Settlement. It is further seen from his evidence that they were paid the Special Allowance of Rs. 70 per month payable to the Special Assistants in a B. Class Bank. It is also seen from his evidence and also from the evidence of W.W. 3 that the Probationary Accountants were paid the salary of the Clerical Cadre which they were drawing at the time of placing them as Probationary Accountants plus the allowances as provided under the Bi Partite Settlement. Further it is also seen from their evidence and also from Exts. W-13 and W-14 that Probationary Accountants were treated by the II Party-Bank as workmen and not as officers prior to 1-1-1970. An attempt was made by the Guild through the evidence of W.W. 8 to show that the Probationary Accountants or the Accountants on probation of the II Party-Bank were the Officers of the Bank and not workmen because of the very nature of the duties entrusted to them. However, this evidence adduced by the Guild is contrary to its stand taken in its objection statement wherein it has also contended that the Probationary Accountants were workmen and not officers. Further the action of the II Party in treating the Probationary Accountants as Officers with effect from 1-1-1970 giving them the Bank's own scale of Pay applicable to the Accountant's post is another indication to show that they were not officers prior to 1-1-1970. All these material go to show that the correct nomenclature of the Probationary Accountants should be Special Assistants as provided in the Bi Partite settlement when considered from the duties entrusted; scale of pay and the other Special Allowances paid to the Probationary Accountants which are identical to the duties; the scale of pay and Special Allowances provided for the Special Assistants in the Bi Partite Settlement. What the management and the two Unions viz. the Employees' Union and the Employees' Association who are abnomine Parties to Ext. M. 6 have done to resolve the dispute covered under Item-A of the Schedule is to give an option to those employees who were designated as Probationary Accountants as on 1-1-1970 or on any date thereafter, either to continue in the cadre of Accountants by virtue of the action taken by the management in treating them as officers in the cadre of Accountants on probation or be re-designated as Special Assistants with consequential adjustment in wages; giving them 3 month's time from the date of signing the settlement to exercise their option in that regard. This provision is found in Class 6 of the terms of the Agreement. The other provisions contained in Ext. M. 6 deal with the procedure to be followed in future regarding the appointment of Special Assistants with which we are not concerned as those matters are outside the scope of reference. As I said earlier, the only provision contained in Ext. M. 6 that pertains to the dispute covered under Item-A of the Schedule is Clause 6 which, in my opinion, gives a fair and reasonable solution for the dispute referred for adjudication covered under Item-A of the schedule. By virtue of Clause 6 of Ext. M. 6, those employees who were designated as Probationary Accountants as on 1-1-1970 or on any date thereafter will have a right to exercise their option within 3 months from the date of signing the settlement either to continue in the cadre of officers or be redesignated as Special Assistants with consequential adjustment in wages. This provision would be a fair solution to both the set of employees who either want to continue in the cadre of Accountants by virtue of the action of the management in treating the Probationary Accountants as Officers with effect from 1-1-1970 as well as those who are not agreeable to such a course and want to be treated as Special Assistants as provided in the Bi Partite Settlement. In that view, I am inclined to hold that Clause 6 of Ext. M. 6 is a just and fair solution settling the dispute covered under Item A of the Schedule to the Order of Reference.

24. Next I shall take up for consideration Ext. M. 7 the settlement laying down the promotion policy to be followed in the II Party-Bank. The dispute relating to the promotion policy is set out in Item-B of the Schedule to the Order of Reference. The question posed for decision is whether the present policy of promotion followed by the Management for promoting Clerks to the post of Probationary Accountants and Probationary Accountants to Accountants is justified. If it is found not justified then the further question for decision is what should be the reasonable and fair promotion policy to be devised. On the material produced in this case, one cannot say with definiteness that the present policy of promotion followed by the management is promoting clerks to the

post of Probationary Accountants and Probationary Accountants as set out in Item B of the Schedule. On the contrary, the existing promotion policy of the II Party Bank appears to be as follows :—

Clerks possessing C.A.I.B. or C.A.I.B. Diplomas are eligible for promotion irrespective of their seniority, to the Officers' Cadre in the grade of Accountants and their appointment would be "Accountant to be on Probation". The probationary period varied from 2 to 3 years. During the Probationary period, they were called as Probationary Accountants or Accountants on probation. However, they were not paid during the probationary period the Bank's own scale of pay applicable to the Accountant's post. On the other hand, they were paid the salary which they were drawing as clerks at the time of their appointment as Accountants to be on probation plus some additional allowance. Further during the period of probation they were treated as workmen and not officers. After completion of the Probationary period, they were confirmed in the post of Accountants with the regular scale of pay applicable to the Accountant's post. With effect from 1-1-1970 a change was introduced by the II Party in the pay scale of Probationary Accountants in that as soon as they are promoted to the Accountants cadre and placed on probation they are paid the Accountant's pay scale. This change brought about by the II Party was resented and objected to by the I Party-workmen. Their Plan was that the II Party must evolve a definite promotion policy in conformity with the recommendations contained in para 529 of the Sastry's Award. The above controversy has been referred to this Tribunal for adjudication under Item B of the Schedule to the Order of Reference.

25. Before considering the settlement, Ext. M. 7, it will be useful to reproduce para 529 of the Sastry's Award.

Para 529 :—" We do not think that any hard and fast rules can be laid down in connection with promotions. We are definitely opposed to the suggestion that employees' Unions should be consulted in connection with promotions. It cannot be supported on principle. We do not think that such consultation is likely to be helpful either. While there is no doubt that seniority in service should be one of the most important factors to be taken into account for the purpose, we unable to agree that mere length of services alone irrespective of efficiency, educational qualifications, character and nature of responsibility required in connection with the vacancies to be filled in should be the sole or even the main criterion for promotion. Promotion certainly not a matter which could be made automatic and a great deal of discretion by its very nature must rest with the management in this connection. It is not only difficult but very undesirable to lay down any one single principle for the exercise of this discretion. In our opinion there must be cases of employees in the Banking Industry as elsewhere in which efficiency of some employees does not necessarily improve with mere length of service. Nor do all employees in all cases show capacity for work involving higher responsibilities. The apprehension of the employees underlying the demand for length of service to be the sole governing factor for promotion may be due to apprehensions of nepotism and victimisation of employees who take active interest in the trade union movement. No substantial proof in support of this apprehension has been laid before us and such cases, if any, can only be dealt with in other ways or as provided by law. We, however, direct that even when direct recruitment to particular posts is decided on, deserving men already in service who come up to the required educational qualifications should also be enabled to compete for such recruitment by a reasonable relaxation of the rules relating to age and other restrictions, if any. We further direct that in the case of employees who are not found fit for promotion the decision should be borne out by service records of the employees and that when a person senior in service is superseded it should be for good and cogent reasons. We recommend that such an employee should have the right to appeal to the General Manager or the Managing Director who should consider the appeal with an open mind

and revise the decision if necessary, and that such appeal should not be treated as an act of indiscipline on the part of the employee by officers under whom he may be working."

26. Bearing in mind the above rules regarding promotions, set out in para 529 of the Sastry's Award let me now proceed to consider the various terms of the agreement in Ext. M. 7 regarding the promotion policy to be followed by the II Party-Bank. It is seen from the various provisions contained in Ext. M. 7 that the parties to the settlement have not only taken into consideration the length of service as one of the factors to be taken into account for the purpose of promotions, but also have taken into consideration the other factors, such as efficiency, educational qualifications, character and nature of responsibility required in connection with the vacancies to be filled in as the criterion for promotions. As regards, the minimum qualifying service required for eligibility for promotion, only the length of service in the clerical cadre including the Special Assistants has been taken as the guideline among the employees in the clerical cadre who have not exceeded the age of 55 years. The minimum length of service required is 7 years of actual service including the period of apprenticeship in the II Party-Bank as on 31st January of each year. While calculating the length of service to earn eligibility for promotion in the case of employees of taken over banks, their every 2 years of past service commencing from their initial appointment as apprenticeship, probation, etc. in the erstwhile bank till the date of taking over is treated as one year of service in the II Party-Bank. The basis for promotion to the Officers' Cadre in the grade of Accountants is based on two considerations among the employees eligible for promotion. They are (1) a pass in the test prescribed by the Bank and (2) appear for interview before the Chairman of the Bank. As regards the written test the subjects are divided into three parts, each part carrying 100 marks. An employee shall secure a minimum of 30 per cent in each part and obtain also a total of 120 marks in all the parts in order to be declared as pass in the tests. Number of chances for appearing for the written test has been limited to seven only. The employees who have passed the written test are required to appear for an interview before the Chairman of the Bank. Different Heads with maximum marks are also prescribed for accounting marks at the interview. Besides marks are also provided for service record and weighted service. Provision is made to prepare a final list of the successful candidates as per rank. Ranking will be given according to the total marks each candidate secures in the interview; service records and weighted service. Vacancies shall be filled in strictly on the basis of such ranking. In addition to these, the settlement also contains other provisions regarding disqualifications; period of probation; confirmation, reversion and also appeal by an aggrieved employee, in case, his promotion has been overlooked in contravention of the terms of the settlement. Further there is also a provision for direct recruitment to the Officers' cadre and the number is restricted to 25 per cent of the vacancies. It further provides that the promotion should be made on All India basis. From an analysis of the above salient features of Ext. M. 7 it will be noticed that the terms of settlement arrived at between the parties are generally in conformity with the rules regarding promotions laid down in para 529 of the Sastry's Award. On a careful consideration of the various terms of the Settlement, I am inclined to hold that the promotion policy devised by the parties to Ext. M. 7 is just and fair, settling of the dispute covered under Item-B of the Schedule to the Order of Reference from the point of all the workmen concerned in the dispute.

27. The conclusion I reached above regarding Exts. M. 6 and M. 7 can also be supported by one other ground. It is in evidence that out of the three unions representing the workmen of the II Party-Bank are co-nomine parties to Exts. M. 6 and M. 7. After signing the settlements the representatives of the supporting unions have collected consent letters from the employees of the Bank in support of those settlements. They have produced consent letters of 64 B employees out of 837 total number of employees of the Bank. Ext. M. 9 series are those consent letters. W.W. 1 gave evidence on this aspect. It is also in evidence that out of the 648 employees who gave consent in support of Exts. M. 6 and M. 7 six Employee, later withdrew their consent. This is seen from Ext. W. 21 and also from the evidence of W.W. 7 one of the employees examined by the Guild. During the course of the arguments, the learned representative appearing for the contesting Union did not challenge the stand taken by the management and the supporting unions that majority of the

employees have accepted the settlements Ext. M. 6 and M. 7. But his argument was that the consent letters from the employees were taken by misrepresentation and also exercising undue influence for which I do not find any basis or support. It is true that the mere fact that majority of the employees have supported the settlements by itself cannot be taken as a conclusive test in favour of Ext. M. 6 and M. 7 that they are just and fair; but certainly it can be taken as one of the factors to reach a conclusion that they are so. Normally, it is for the employees to say what is just and fair relating to their service conditions though the employer has also got his own say in the matter. However, any settlement arrived at between the employer and the employee regarding any dispute will have to be finally judged from the point of view of establishing harmonious relationship between them which is an essential factor for the industrial growth and ultimately leading to the welfare of the nation as a whole. In that view, a settlement arrived at between the employer and the employees, if acceptable to the majority of the employees has to be normally accepted as a just and fair settlement settling the dispute between the parties unless shown otherwise. If we apply the above guide-line to the facts of the case, I feel confident to take into account the acceptance of the settlement by the majority of the workmen as a factor in support of the conclusions I reached regarding Exts. M. 6 and M. 7.

28. Now I shall deal with the contentions urged on behalf of the contesting Union, the Guild. The first contention advanced was that this Tribunal cannot take cognisance of Exts. M. 6 and M. 7 unless the settlement Ext. M. 8 entered into by the management and the Guild is terminated as provided under Section 19(2) of the Act. Ext. M. 8 is the settlement dated 15-9-1970 entered into by the management and the Guild laying down a promotion policy to be followed in the II Party-Bank. It must be noted that the dispute between the II Party and its employees both regarding the promotion policy as well as giving correct designation to Probationary Accountants as Special Assistants as provided under the *Bi-partite* settlement of 1966 was taken up in conciliation by the Regional Labour Commissioner (Central) Hyderabad and the final proceedings of the conciliation was fixed at Hyderabad on 28th and 29th July, 1970 at which the II Party as well as the Guild remained absent. Ext. W. 3 is a copy of the minutes of the conciliation proceedings held on those dates. Thereafter, the conciliation officer sent up his failure of conciliation report to the Central Government. Ext. W. 4 dated 19-8-1970 is a copy of that report. It appears that in the meanwhile the management and the Guild started negotiations and discussions to the exclusion of the other two unions and entered into the settlement Ext. M. 8 on 15-9-1970 exclusively on the promotion policy. The signing of the settlement Ext. M. 8 aggravated the situation instead of settling the dispute between the parties. The other two unions launched a strike by way of protest against the signing of the settlement Ext. M. 8 in which majority of the employees took part. This was in the month of October, 1970 soon after the signing of Ext. M. 8. That agitation was called off only after the present reference was made by the Central Government which was on 31-10-1970. It is also in evidence that after Ext. M. 8 was signed, the Bank circulated among its branches a circular to bring to the notice of the employees, the terms of the settlement and asking them to give consent letters accepting the terms of the settlement as per the specimen consent letter form appended to the said circular. Ext. M. 24 is a copy of the said circular with the specimen consent letter form. Ext. M. 5 series are the consent letters of the employees who have subscribed to the terms of Ext. M. 8. It is seen from Ext. M. 5 series that in all 132 employees have given their consent. Out of them, a few later on withdrew their consent as per Exts. M. 17 to M. 23. Thus it is seen from the above that out of 837 employees only 132 have subscribed to the terms of settlement Ext. M. 8. Majority of the employees resented and staged a protest demonstration against the signing of the settlement. That apart, it is also clear from the evidence of W.W. 2 the present Chairman of the Bank and also from the pleadings of the Guild, that the settlement Ext. M. 8 was not given effect, evidently, on account of opposition from a large majority of the employees. It was in these circumstances the Central Government referred the dispute for adjudication even after Ext. M. 8 came into existence. In this situation it would be difficult to treat Ext. M. 8 as a Settlement which had settled the dispute between the parties relating to the promotion policy. Besides, it is also clear from 36 G. of I-6.

Section 18(1) of the Act that a settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement. In that view, Ext. M. 8 would be binding if at all only against the employer and the members of the Guild. The Guild was not enjoying the confidence of the majority of the workman is evident from Ext. M. 5 series in that only 132 employees have given their consent in favour of Ext. M. 8. That being so, the remaining employees of the II Party are not bound by Ext. M. 8. If once it is held that they are not bound by Ext. M. 8 certainly it is open to them to pursue their demand relating to the promotion policy also. In that situation, I feel that the existence of Ext. M. 8 would not be a bar for considering the settlements Ext. M. 6 and M. 7 now placed before the Tribunal. The question of terminating the settlement Ext. M. 8 under Section 19(2) of the Act on the part of the contesting Unions does not arise as they are not bound by it. For these reasons, I hold that there is no substance in this contention.

29. Next I shall deal with the objections raised by the Guild against the settlements Ext. M. 6 and M. 7 on merits. The Guild in its objection statement dated 16-12-1971 has raised objections against clauses 6, 7 and 10 of Ext. M. 6 and Ext. M. 7 as a whole and requested to pass an award in terms of Ext. M. 6 deleting clauses 6, 7 and 10 and Ext. M. 8 instead of Ext. M. 7 regarding the promotion policy. As I have pointed out earlier, Ext. M. 6 is an overall settlement laying down the procedure to be followed in future for appointing Special Assistants with which we are not concerned in this dispute. The only relevant clause in Ext. M. 6 relating to the present dispute is clause 6 which deals with Item-A of the Schedule. The objection of the Guild against Clause 6 is that it has no relevance to the issue covered under the Order of Reference. I feel that this objection is without any basis. On the contrary, the only clause in Ext. M. 6 which is relevant for our purpose is clause 6. The dispute posed for decision under Item-A of the Schedule is regarding not giving correct designation to the Probationary Accountants as Special Assistants as provided in the *Bi-partite* settlement and treating them as Officers by the management with effect from 1-1-1970. Under clause 6, the parties to the settlement have resolved that dispute by giving an option to those employees who were designated as Probationary Accountants as on 1st January, 1970 or on any date thereafter either to continue in the Cadre of Accountants or be redesignated as Special Assistants with consequential adjustment in wages. This clause in my opinion is directly connected with the dispute Item-A of the Schedule. In that view, I find that Clause 6 is quite relevant for our purpose.

30. The next ground urged against clause 6 was that it gives scope for the Junior employees to become Special Assistants with retrospective effect from 1-1-1970 at the cost of senior employees. This is spoken to by W.W. 5 in his evidence. I do not see much force in this ground. Clause 6 of Ext. M. 6 deals with the employees already designated as Probationary Accountants who alone have given the right to exercise the option within three months from the date of signing of the settlement. If any junior had already become a Probationary Accountant over his seniors, not by virtue of Clause 6, but in spite of it, one cannot help for it and on that ground it is not reasonable to assail clause 6. As regards the procedure to be followed in future regarding the appointment of Special Assistants definite procedure has been laid down in Ext. M. 6. As I have stated earlier that question is outside the scope of the present reference, we also cannot go into the objections raised against other clauses of Ext. M. 6 as they are also outside the purview of the present reference. The only clause relevant for our purpose is clause 6 of Ext. M. 6. In my view, clause 6 of Ext. M. 6 would not admit the apprehension entertained by W.W. 5 in his evidence.

31. As regards Ext. M. 7, the Guild has restricted its opposition only to clauses 10 and 19 during the arguments. Clause 10 provides for awarding marks during the interview for the service records of an employee. It divides the subject into four heads such as, General Service Record, Leave record, Health record and confidential report from the Branch Manager. The contention urged against Clause 10 was that it would give scope for victimisation of an employee by the Branch Manager under whom the employee is

working by writing adverse remarks against him in his confidential report. I do not see much force in this contention. It is the normal function of the head of an office to write the confidential reports of his subordinate employees and it would be too much to attribute bad motive against him for giving such a power which is quite essential for the better administration of the office. Inclusion of the confidential report as one of the items under service records is a reasonable provision which would encourage the employees to discharge their duties properly and efficiently to the satisfaction of the head of the office.

32. Now the only remaining objection to be considered is regarding clause 19. Clause 19 deals with direct recruitment. It provides that bank shall have the right to recruit every year 25 per cent of the vacancies by direct recruitment, to the Officers' cadre in the grade of Accountants. The objection against this clause appears to be that it affects the interest of the employees already in service and are eligible to reach the post on promotion. The argument advanced was that all the vacancies to the Officers' cadre in the grade of Accountants should be filled in by promotion. I feel that this contention is not sound. The employees as well as the management have thought of a provision to fill up certain percentage of vacancies every year in the Officers' cadre in the grade of Accountants by direct recruitment. They have kept 25 per cent of the vacancies to be filled in by direct recruitments. Filling up of certain number of vacancies in certain cadre by direct recruitment is also necessary to maintain efficiency. In that view, I feel that clause 19 is just and reasonable.

33. These are all the objections raised by the Guild against the settlements Ext. M. 6 and M. 7. On a careful consideration of the terms of settlement Exts. M. 6 and M. 7 relating to the points of dispute covered under the reference in the light of the evidence adduced by the Parties, I am inclined to hold that the Settlements Exts. M. 6 and M. 7 are just and fair settling all the disputes between the parties covered under the Order of Reference.

34. In the result, I make an award in terms of the settlements Exts. M. 6 and M. 7 appended to this award as Annexures and they shall form part of this Award so far as they relate to the subject matter of the Reference.

35. In the circumstances of the case, I direct the parties to bear their own costs.

AGREEMENT entered into between the Canara Banking Corporation Limited, Post Box No. 88, Mangalore-1 (herein after referred to as 'the Bank') and the Canara Banking Corporation Employees' Union, Bombay-1, and the Canara Banking Corporation Employees' Association, Calcutta-1 (hereinafter referred to as 'Union' and 'Association' respectively) witnesseth as under :

WHEREAS the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its order, dated 31st October, 1970 referred the dispute to the Industrial Tribunal (Central), Bangalore marked as Reference No. 1 of 1971 for adjudication.

WHEREAS after the reference was made to the Industrial Tribunal (Central), Bangalore, the Union and the Association having expressed their willingness to settle the dispute out of court, the Bank held several joint discussions at length with the Union officials with a view to achieve smooth employee-management relations, better efficiency and productivity and better service towards customers and as a result thereof the Bank and the Union and the Association have arrived at a settlement herein-contained.

NOW therefore it is hereby agreed and declared between the parties as follows :

Terms of the Agreement

1. **Basis :** Promotion to the officers cadre in the grade of Accountants will be made on All-India basis.

2. **Qualifying Service :** Employees not exceeding the age 55 years in the clerical cadre including the Special Assistants who have put in a minimum of seven actual years of service including the period of apprenticeship in the Bank as on 31st

January each year shall be eligible for promotion. For purposes of this any weightage for educational qualification will not be added.

3. **Calculation and the Weightage for actual length of service :** For the purposes of determination of actual length of service, the period of service as a subordinate staff shall not be taken into account. For employees of taken-over banks the actual length of service shall be compiled by giving weightage for their past service in the erstwhile bank in the ratio of 2:1, i.e., for entry 2 years of actual clerical service commencing from their initial appointment as apprentice, probationer, etc., till the date of take-over as one year of service in the Canara Banking Corporation Limited.

4. **Holding of Test :** The bank will hold test in February every year and the centres for conducting the tests will be notified in advance. The Bank shall publish on 2nd January every year a list of eligible employees in terms of clauses 2 and 3 above and calling for applications from employees so listed to indicate their intention to appear for the said test. Employees who are required to leave their place of work and proceed to centres where tests are scheduled to be conducted shall be paid travelling allowance and the halting allowance in terms of the *Bi partie* Settlement as if they were no duty.

5. **Subject for the tests :** The subjects for the tests are as follows :

- | | |
|--|-----------|
| (i) PART-I.—Banking Law & Practice : | 100 marks |
| (ii) PART-II.—Hand Book of Instructions,
Circulars, preparation of Balance Sheet and Accounts and
Service Regulations. | 100 marks |
| (iii) PART-III.—General English : | 100 marks |

6. **Minimum marks for passing :** An employee shall score a minimum of 30 per cent in each part mentioned in clause 5 above and obtain also a total of 120 marks in all the parts in order to be declared as passed in the test.

7. **Number of chances :** The number of chances for writing the test prescribed by the Bank is limited to seven only.

8. **Basis for promotion :** The Bank shall promote an employee to the officers cadre in the grade of Accountants provided he qualifies himself in the following manner :

- | | |
|--|--|
| (i) Pass the test prescribed by the Bank. | |
| (ii) Appear for interview before the Chairman of the Bank. | |

9. **Interview :** The employees who pass the test shall be interviewed by the Chairman of the Bank. Marks of the interview shall be awarded under the following heads subject to the maximum under each sub-head :

	Maximum marks
(a) General knowledge :	20
(b) Personality :	10
(c) Speech :	10
	<hr/> 40

10. **Service Record :** Employees called for interview shall further be awarded marks for their service record as provided hereunder :

	Maximum marks
(a) General service record :	10
(b) Leave record :	5
(c) Health record :	5
(d) Confidential report from the Branch Manager :	10
Maximum marks for service record :	<hr/> 30

11. Weighted service: Employees called for interview shall also be awarded marks for service and qualifications on the following basis:

Service:

5 marks for each year of service upto and including 12 years and thereafter 10 marks for each additional year of service subject to the ceiling of 130 marks: 130

Qualification:

- | | |
|--|----|
| (a) For first graduation or N. D. Com. | 10 |
| (b) For Part I of CAIIB or CAIB: | 10 |
| (c) For Part II of CAIIB or CAIB: | 15 |
| (d) For Double/Post-graduation: | 10 |

However, the maximum marks for service and qualifications shall be limited to 130.

12. Final list as per rank: Employees who have passed the test and who are interviewed shall be ranked according to the total marks in the interview, service record and weighted service. Vacancies shall be filled strictly on the basis of such ranking. A waiting list of employees on the basis of ranking shall also be maintained and future vacancies shall be filled in from the said list strictly on the basis of ranking.

13. Disqualifications: Consideration of those cases of employees against whom any proceedings on charges of gross misconduct/offence are pending before a domestic enquiry or court of law shall be withheld till the final outcome. If such charge is proved, consideration of their cases for promotion may be deferred for a period of two successive applications of the formula from the date of awarding the punishment. Application of this provision shall relate to only cases arising subsequent to this settlement.

14. Probationary Period: An employee promoted in terms of the above formula shall be on probation for a period of one year, which may be extended by a period not exceeding three months.

15. Confirmation: Confirmation of an employee who has been promoted is subject to his successfully completing his period of probation. There shall, however, be no test during the period of probation for purposes of confirmation.

16. Reversion: Such of those probationers whose work and progress are not satisfactory during the period of probation are liable for reversion to their substantive post in the clerical cadre.

17. Appeal: If an employee is aggrieved that his claim for promotion has been overlooked in terms of this agreement, he will have a right to appeal to the Board of Directors of the Bank within 45 days of the date of announcement of the final list of promotees.

18. Transfer to outstations: The Bank shall be at liberty to transfer an employee to any one of its branches in India when he is promoted to the officers cadre in the grade of Accountants.

19. Direct Recruitment: The Bank shall have the right to recruit every year 25 per cent of the vacancies by direct recruitment to the officers cadre in the grade of Accountants. If such vacancies are not filled during the relevant year, the same shall be filled in from the waiting list.

20. Removal of Doubts and Difficulties: If any doubts or difficulties arise in interpreting or implementing any or all the terms of this settlement, the same shall be decided at the Bank and the Workmen Union/Association level and if the parties hereto do not arrive at a mutually agreed decision, the Central Government shall be moved by the parties jointly for application of section 36A of the Industrial Disputes Act, 1947 for reference to the Labour Court or for Tribunal for proper interpretation of the terms under dispute.

21. Amendments: In the course of the working of this settlement if it is found desirable by the parties hereto to amend any of the terms relating to procedural difficulty, it shall be open to any of the parties hereto to jointly evolve

necessary guidelines so as to remove the difficulty and further the object of this agreement. The decision of the bank and the majority of the Unions who are parties to this settlement shall be final and binding.

22. Consent Award: The parties hereto will make a joint application to the Hon'ble Industrial Tribunal (Central), Bangalore, in Reference No. 1 of 1971 praying that a consent Award may be passed in terms of this agreement.

23. Period of agreement: This agreement shall be in force until the expiry of sixty days from the date of notice in writing by either party of their intention to terminate this agreement.

24. Agreement to take effect from: This agreement shall come into force from the date of this settlement. It is agreed between the parties hereto that the terms of this settlement herein may be subject to review jointly by the parties during the period ending 31st December, 1972.

IN WITNESS WHEREOF the parties have set their hands and put their signatures on this Seventh day of November, 1971 at Mangalore.

For THE CANARA BANKING CORPORATION LIMITED,
Sd./- U. V. K. PRABHU,

Superintendent,
Establishment Department.

1. For CANARA BANKING CORPORATION EMPLOYEES' UNION,
Sd/- K. K. MUNDUL,
President.

2. For CANARA BANKING CORPORATION EMPLOYEES ASSOCIATION,
Sd/- A. K. SIRCAR,
Asstt. Secretary.

Witnesses:

1. Sd./- R. KRISHNAMURTHY IYER
Labour Law Officer,
The Canara Banking Corpn. Ltd.
Mangalore.

2. Sd./- K. V. B. PAI
The Canara Banking Corpn. Ltd.,
Adm. Office, MANGALORE-1.

— True Copy —

(NARAYAN RAI KUDOOK)

Presiding Officer,
Industrial Tribunal,
Bangalore.

AGREEMENT entered into between the Canara Banking Corporation Limited, Post Box No. 88, Mangalore-1 (hereinafter referred to as 'the Bank') and the Canara Banking Corporation Employees' Union, Bombay-1 and the Canara Banking Corporation Employees' Association, Calcutta-1 (hereinafter referred to as 'the Union' and 'Association' respectively) witnesseth as under:

WHEREAS the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its order, dated 31st October, 1970 referred the dispute to the Industrial Tribunal (Central), Bangalore marked as Reference No. 1 of 1971 for adjudication.

WHEREAS after the reference was made to the Industrial Tribunal (Central), Bangalore, the Union and the Association having expressed their willingness to settle the dispute out of court, the Bank held several joint discussions at length with the Union officials with a view to achieve smooth employee-management relations, better efficiency and productivity and better service towards customers and as a result thereof the Bank and the Union and the Association have arrived at a settlement herein-contained.

NOW THEREFORE it is hereby agreed and declared between the parties as follows:

Terms of the agreement

1. **Basis:** Special Assistants will be posted from among clerical cadre of the Bank on a Statewise basis.

2. **Qualifying service:** All employees in the clerical cadre who have put in a minimum of seven actual years of service in the Bank in that cadre shall be entitled for appointment as Special Assistants. For this purpose, no weightage for educational qualifications will be added but the period spent by an employee as apprentice shall be included.

3. **Employees of taken-over Bank/s—Weightage for past service:** The services of the employees of the taken-over banks shall be determined by extending them weightage for their past service in the erstwhile bank in the ratio of 2:1, i.e. for every 2 years of actual clerical service commencing from their initial appointment as apprentice, probationer, etc., till the date of take-over as one year of service in the Canara Banking Corporation Limited.

4. **Eligibility:** The Bank shall prepare seniority list of employees on Statewise and appointment as Special Assistants will be effected from the said list in seriatim. The seniority list shall comprise of the actual length of completed years of service of an employee in the Bank; notional length of service of an employee of a taken-over Bank as per clause 3 supra; and the notional weightage for educational qualification as per clause 5 herebelow. Where two or more employees are clubbed together in the seniority list, the employee who has longer length of service shall be declared senior. If, however, the length of service is also equal, then the qualifications shall be as under:

5. **Notional weightage:** Notional weightage for educational qualifications shall be as under:

- | | |
|---|---------|
| (i) Pass in Part I of the CAIIB Exam. | 1 year |
| (ii) Pass in Part II of the CAIIB Exam. | 2 years |
| (iii) First graduation or N. D. Com. | 2 years |
| (iv) Double/Post-graduation: | 1 year |

6. **Option:** Those employees who were designated as probationary Accountants as on 1st January, 1970 or on any dated thereafter shall have the right to exercise their option within 3 months from the date of signing of this settlement, to either continue in the cadre of Accountants or be re-designated as Special Assistants with consequential adjustments in wages.

7. **Cadre strength:** The Bank shall appoint a further 12 (twelve) Special Assistants within 3 months of signing this settlement from the clerical cadre in terms of clause 4 hereabove. During the period ending 31st December, 1972 the Bank shall further appoint 47 Special Assistants from the clerical cadre in terms of clause 4 hereinabove.

8. **Request Transfer from one state to other:** It is agreed that in the case of transfers on request after signing of this settlement, from one State to other, the employee so transferred shall not be eligible for appointment as Special Assistant till 31st December, 1972.

9. **Temporary entrustment of duties of Special Assistants:** It is mutually agreed that the temporary entrustment of Special Assistant duties shall be on the basis of seniority at the branch provided however, that when a temporary vacancy continues in excess of a period of three months, the said vacancy will be deemed to be a permanent vacancy and shall be filled in terms of clause 4 hereinabove.

10. **Removal of Doubts and Difficulties:** If any doubts or difficulties arise in interpreting or implementing any or all the terms of this settlement, the same shall be decided at the Bank and the workmen Union/Association level and if the parties hereto do not arrive at a mutually agreed decision, the Central Government shall be moved by the parties jointly for application of section 36A of the Industrial Disputes Act, 1947 for reference to the Labour Court or for Tribunal for proper interpretation of the terms under dispute.

11. **Amendment:** In the course of the working of this settlement if it is found desirable by the parties hereto to amend any of the terms relating to procedural difficulty, it shall be open to any of the parties hereto to jointly evolve necessary guidelines so as to remove the difficulty and further the object of this agreement. The decision of the Bank and the majority of the Unions, who are parties to this settlement, shall be final and binding.

12. **Consent Award:** The parties hereto will make a joint application to the Hon'ble Industrial Tribunal (Central), Bangalore, in Reference No. 1 of 1971 praying that a consent award may be passed in terms of this agreement.

13. **Period of Agreement:** This agreement shall be in force until the expiry of sixty days from the date of notice in writing by either party of their intention to terminate this agreement.

14. **Agreement to take effect from:** This agreement shall come into force from the date of this settlement. It is agreed between the parties hereto that the terms of this settlement herein may be subject to review jointly by the parties during the period ending 31st December, 1972.

IN WITNESS WHEREOF the parties have set their hands and put their signatures on this Seventh day of November, 1971 at Mangalore.

For THE CANARA BANKING CORPORATION LIMITED,

Sd./-U. V. K. PRABHU,
Superintendent,

Establishment Department.

1. For CANARA BANKING CORPORATION
EMPLOYEES' UNION,

Sd./- K. K. MUNDUL,
President.

2. For CANARA BANKING CORPORATION
EMPLOYEES ASSOCIATION,

Sd./-A. K. SIRCAR,
Asstt. Secretary.

Witnesses:

1. Sd./-R. KRISHNA MURTHY IYER,
Labour Law officer,
The Canara Banking Corpn. Ltd.,
Mangalore.

2. Sd./- K. V. B. PAI,
The Canara Banking Corpn. Ltd.,
Adm. Office, Mangalore-1.

— True Copy —

(NARAYAN RAI KUDOOR),
Presiding Officer,
Industrial Tribunal.

New Delhi, the 19th January, 1973

S.O. 238.—In pursuance of section 17 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Post Office Kothagudem (Andhra Pradesh) and their workmen, which was received by the Central Government on the 6th January, 1973.

[No. 7/14/70-LRII.]

KARNAIL SINGH, Under Secy.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD:**

Present:

Sri P. S. Ananth, B.Sc., B.L., Industrial Tribunal (Central) Hyderabad.

Industrial Dispute No. 29 of 1971**BETWEEN**

Workmen of Singareni Collieries Company Limited.
Kothagudem.

AND

Management of Singareni Collieries Company Limited.
Kothagudem.

Appearances:

Sri A. Lakshmana Rao, Advocate—for Workmen.

Sri K. Srinivasa Murthy, Secretary of Federation of A. P. Chambers of Commerce and Industry, and Sri V. Gopala Sastry, Assistant Personnel Officer. S. C. Co., Ltd.—for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 7/14/70-LR. II dated 20-3-1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely,

"Whether the management of Singareni Collieries Company Limited, Kothagudem, is justified in not confirming Shri A. Bixamaiah, Shri Rajeswararao, Shri Gazula Ramulu, Shri Pandu Rangam, as per Wage Board recommendations, from the dates they are working as Assistant Boiler Attendants?

Whether the management of Singareni Collieries Company Limited is justified in not confirming Shri P. Tirupathiah as Boiler Attendant in the grade of Rs. 245-440 having regard to the period of his officiating service in higher category? If not, to what relief is the workman entitled?"

This reference was taken on file as Industrial Dispute No. 29 of 1971 and notices were issued to the parties. For the purpose of convenience the workmen of Singareni Collieries Company Limited, Kothagudem are referred to as the petitioners and the Singareni Collieries Company Limited, Kothagudem is referred to as the respondent in the course of this award.

2. The petitioners are represented by the Andhra Pradesh Singareni Collieries Mazdoor Sangh (hereinafter referred to as the said Sangh) and the General Secretary of the said Sangh filed a claims statement contending as follows:— There are five vacancies of Assistant Boiler Attendants in 'B' Power House at Kothagudem. These vacancies occurred due to either promotion or transfer of the workers referred to in the claims statement, to Ramagundam. Vacancies have also occurred due to death and retirement. The posts of Assistant Boiler Attendants have been created as per the memorandum of settlement dated 19-3-1966. A Bixmiaah, Rajeswar Rao, Gazula Ramulu, Pandurangam and S. S. John are working in the vacancies as Assistant Boiler Attendants and are being paid officiating allowance of Category IV (new) as against the grade of Rs. 205-337, which is the grade of Assistant Boiler Attendants as per the Company's Circular dated 27-1-1968 under the Wage Board recommendations. The Management in their reply statement in I. D. No. 30 of 1967 have stated that the next lower grade, that is, Grade 'D' Rs. 205-337 has been allotted to Assistant Boiler Attendants. The existing Assistant Boiler Attendants whose duties are exactly the same as above workmen in dispute have been placed in the grade of Rs. 205-337 and the unqualified Boiler Firemen are placed in new Category IV. The contention of the management during the conciliation proceedings that the grade of Rs. 205-337 is applicable only to the existing Assistant Boiler Attendants who were already on monthly rate and that

further incumbents are not entitled to the grade of Rs. 205-337 is most unfair and not correct, since the implementation of the Wage Board recommendations circular is of general nature and applicable to all the monthly rated staff and the circular does not state that the grades prescribed for the Assistant Boiler Attendants are personal. The action of the management in changing the job nomenclature of the monthly rated posts to daily rated categories attracts Section 9A of the said Act. The Management during the pendency of the conciliation proceedings has placed the workmen in question on category IV as Boiler Firemen instead of Assistant Boiler Attendants which job they are carrying out in the grade of Rs. 205-337. This action of the management is a violation of Section 33 of the said Act. In the second class Boiler Attendant's Certificate of competency granted under the Rule 21 of Andhra Boiler Attendant Rules it is mentioned that the Second Class Boiler Attendants should be assisted by the firemen. So the management is not justified in designating the concerned workmen as Boiler Firemen. The management has also contravened the award in I. D. No. 61 of 1965 and the Company's Standing Order Clause 2(f)(i) according to which the workers should have been confirmed as Assistant Boiler Attendants in the grade of Rs. 205-337 due to permanent vacancies. So the demand of the workmen for putting them as Assistant Boiler Attendants in the grade of Rs. 205-337 on par with other similar Assistant Boiler Attendants is justified. The Boiler Attendant B. Tirupathiah has been officiating as Boiler Attendant continuously with effect from 6-8-1969 in a permanent vacancy caused due to the retirement of Akbar Ali Khan in the grade of Rs. 245-440. The said worker was paid officiating allowance of Rs. 245-440 from 6-8-1969 to 30-5-1970. The Management has violated its own Standing Order Clause 2(f)(i) in not confirming the said worker after a period of three months in the grade of Rs. 245-440. The management during the pendency of conciliation proceedings issued an office order dated 20-6-1970 absorbing the said worker as Boiler Attendant in new Category V as against the monthly grade of Rs. 245-440. The management had resorted to most unfair labour practice. Instead of confirming the said worker as Boiler Attendant, the management placed the said worker on new Category V as Boiler Fireman thus degrading him in the post. The duties of Boiler Attendants are quite different from that of Boiler Foremen duties. The Boiler Fireman has to look after the auxiliaries of boilers. The said worker Tirupathiah has been working as Boiler Attendant completely in charge of boiler at 'B' Power House and he should be placed in the grade of Rs. 245-440 as in the case of other similar Boiler Attendant as it is the grade attached to the post. The management in their reply statement in I. D. No. 30 of 1967 have stated that Boiler Attendants are placed in the grade of Rs. 245-440. By the said statement it is evident that the post of Boiler Attendant carries a monthly scale and not daily rated job of Category V. The action of the management in changing the monthly rated Boiler Attendant to daily rated Category V is most unfair and against the principles of natural justice. It is denied that the management does not have so far on its rolls any such designated personnel as First Class Boiler Firemen or Second Class Boiler Firemen. The management in accordance with the memo of settlement dated 16-10-1969 placed one Nalla Laxminarayana as Boiler Attendant in the grade of Rs. 245-440 and their contention that the said worker was allowed the grade of Rs. 245-440 as he was already in the monthly grade of Rs. 205-337 is far from truth. Nalla Laxminarayana was absorbed in the grade of Rs. 245-440 as Boiler Attendant because of holding the post of Boiler Attendant as well as performing the nature of duties Attached to the post. The grade of Rs. 245-440 for Boiler Attendant is attached to the post and not to a certain individual and whoever is absorbed as Boiler Attendant holding First Class Competency certificate must be placed in the grade of Rs. 245-440 irrespective of his previous grade or post. As an example the Management absorbed Category VI worker holding First Class Boiler Attendant Competency Certificate as Boiler Attendant in the grade of Rs. 245-440. So it is evident that the grade of Boiler Attendant is Rs. 245-440 and that it has no relevance to the grade to which the worker was placed prior to placing him as Boiler Attendant. So the management should be directed to place Tirupathiah as Boiler Attendant in the grade of Rs. 245-440 with effect from 6-8-1969.

3. The respondent filed a counter contending as follows:— The Government of India erred in coming to the opinion that a dispute exists over the confirmation of the claimants A. Bikshamiah, Rajeswar Rao, Gajula Ramulu, Pandurangam

and P. Thirupathiah as they were already confirmed in the categories prescribed by the Wage Board even prior to the date of reference. Further the demand for higher wages for these categories of workmen is now pending in I. D. No. 30 of 1967 before this Tribunal and so there cannot be an industrial dispute in which the Government of India can interfere and refer for adjudication. The Company is running heavy loss year after year and it would not be possible for the company to improve the wage structure over that recommended by the Wage Board. Persons possessing statutory qualifications and competent to be in charge of boilers are variously known as Boiler Attendants, Boiler Operators, Boiler Firemen etc. and with whatever designations they are identified, the rules clearly specify the class of certificates and capabilities of holders thereof. The Boilers Act has not specified any designations for persons in charge of Boilers. Rule 21 of Andhra Pradesh Boilers Rules only indicate the class of certificates and capabilities of holders thereof. It may be seen from Rule 21 of Andhra Pradesh Boilers Rules that it is adequate if a first class certificate holder is assisted by a second class certificate holder or the number of firemen considered necessary. In case of second class certificate holders holding independent charge of boilers they can also be assisted by the number of firemen considered necessary by the Chief Inspector of Boilers. The Firemen referred to in the rules are un-qualified workers and they did not hold any certificate of competency. In this Power House there are two first class certificate holders in each shift in addition to two second class certificate holders to assist them. The question of unqualified Boiler Firemen assisting Second class boiler attendant does not arise as they are not holding independent charge and as they are only assisting the first class Boiler Attendant. The Wage Board has prescribed Category IV for second class certificate holder and Category V for the first class certificate holder along with job description against each category in Appendix V. So far as "Category IV-Boiler Firemen (Second Class)" is concerned his duties are to attend the Colliery Boilers and to ensure that steam is kept at the approved pressure and that the water is kept at a safe working level and is qualified under the Boilers' Act and the Rules framed thereunder. So far as "Category V-Boiler Fireman (First Class)" is concerned his duties are to attend to the colliery boilers and to ensure that steam is kept at the approved pressure and that the water is kept at a safe working level and is qualified under the Boilers' Act and the Rules framed thereunder. Before the implementation of the Wage Board recommendations, the Boiler Attendants holding First Class certificates and employed as such were in the grade of Rs. 70/- to Rs. 158/- and the existing incumbents in that grade were allotted the grade of Rs. 245-440. One or two Boiler Attendants holding second class certificate were in the old grade of Rs. 48-100 by virtue of a settlement which was incorporated in the award which was purely personal to them and the rest of them were in old category VII. The existing incumbents who were in the grade of Rs. 48-100 were allotted Rs. 205-337 and others who were in Category VII (Daily rated) were allotted new Category IV. At present there is no Boiler Attendant Holding Second Class Certificate in the grade of Rs. 205-337 as some of them have been promoted to a higher grade and some of them had retired. When vacancies arose the mazdoors of the Power House namely, Bikshamaiah Rajeswar Rao, G. Ramulu, Pandurangam and S. John who were drawing category II and Category III emoluments and who are holders of Second Class certificates, were allowed to act for some time and eventually confirmed in category IV as Boiler Firemen (second class) The Coal Award prescribed old category V for Boiler Firemen and the same categorisation has been adopted for Singareni Collieries also by an agreement *vide* Appendix to the Coal Award. The Boiler Firemen in the respondent Collieries who held first class and second class certificates of competency as Boiler Attendants were allowed old Category VII and the Boiler Firemen who were not holding certificates of competency were allowed old Category VI as per agreement dated 18-10-1972 between the Management and the Singareni Collieries Mazdoor Sangh which is now merged with Andhra Pradesh Colliery Mazdoor Sangh which is a party to the present dispute representing the workmen. The contention of the union that five vacancies caused in the Power House in the cadre of Assistants to Boiler Attendant were created in the settlement dated 19-3-1966 on which an award was passed in I. D. No. 61 of 1965 is not correct. During 1965 the Singareni Collieries Workers' Union raised a dispute in respect of six workmen who were holding second class certificates of competency of working as Boiler Firemen with old category VII and demanded that they should be re-designated as Assistant Boiler Attendants and should be placed in the

grade of Rs. 48-100. This dispute referred to by the Union is I. D. No. 61 of 1965. During the course of the proceedings before the Industrial Tribunal the parties arrived at a settlement with the Union on 19-3-1966 and as per that it was agreed to change the designation of the said six workmen involved in that dispute as Assistant Boiler Attendants and place them in old Category Rs. 48-100 with effect from 1-11-1965 and an award was passed in terms of the said settlement. It was not the contention of the parties that the designation of the Boiler Firemen has been abolished and that all such workmen have to be called as Assistant Boiler Attendants. This fact can be seen from paragraph 3 of the settlement in respect of Boiler Firemen working in the hospital when it was agreed that he shall continue to be in old Category VII and that the incumbent of that post should also be second class Boiler Firemen, certificate holder. In the same settlement it was also agreed to by the parties that the other Boiler Firemen shall continue to be in their present category and that they will not have any claim for promotion if they acquire first class or second class certificates unless there are vacancies. The vacancies which were created by the resignation or promotion of the six workmen referred to are not the vacancies of the Boiler Attendants grade in general but it is only old category VII jobs (equivalent to Wage Board category IV) for which vacancies have arisen. As such the Management is right in allowing the claimants in the present dispute officiating chances for certain period and then confirming them in new category IV. Even during officiating period the six workmen were paid the difference between category IV and their category in the substantive posts. The workmen cannot demand for promotion in a particular grade or category merely because they were in officiating capacity in that grade. Promotion of a person to a higher category is a management function. The five workmen referred to in the present dispute were allowed to act as second class Boiler Firemen or Attendants have been already confirmed in Category IV in which they were acting for some time and so there is no violation of the Standing Orders on the part of the management. As regards Tirupathiah he was formerly in old category VI, as Boiler Fireman second class. At the time of implementation of the Wage Board recommendations he was allowed corresponding Category IV and that was strictly in accordance with the recommendations of the Wage Board. As he had passed first class competency examination he was allowed to act in the vacancy and he was also confirmed as Boiler Fireman first class in category V. Since he was promoted to higher category showing considerable improvement in his total emoluments the change of service condition during the pendency of conciliation proceedings in this case does not arise. It is denied that he acted in a vacancy which carried the grade of Rs. 245-440. The job in which he acted should be only carry Category V according to the Wage Board recommendations. It is no doubt true that in the initial stages of his officiating arrangement the concerned department by over sight and by clerical mistake allowed Thirupathiah for some time officiating allowance between his category IV and the grade of Rs. 245-440. When the concerned department realised that it was a mistake to allow such officiating allowance it was corrected and from that time he was paid officiating allowance between Categories V and IV. Even though it is not bestowed on the workmen by virtue of officiating in a particular post to claim for the post, the management in good faith promoted Thirupathiah to category V as Boiler Fireman. The management has correctly implemented the Wage Board recommendations and the claimants cannot seek higher grade than what was recommended by the Wage Board for first and second class Boiler Certificate Holders when already such a demand is pending in I. D. No. 30 of 1967 wherein they have demanded the grade of Rs. 305-575 for first class certificate holders and Rs. 245-440 for second class certificate holders.

4. The dispute that is referred to this Tribunal for adjudication are in two parts. The first part relates to four workmen, namely, A. Bikshamaiah, Rajeswar Rao, Gazulu Ramulu, Pandu Rangam and their dispute is that as per the Wage Board recommendations they should be confirmed as Assistant Boiler Attendants from the dates they are working in that capacity. The second part relates to one P. Tirupathiah and his dispute is that he should be confirmed as Boiler Attendant in the grade of Rs. 245-440?

5. So far as the first part of the dispute is concerned the case of the petitioners is that there are five vacancies of Assistant Boiler Attendants in 'B' Power House, Kothagudem,

that these vacancies arose due to death, retirement and promotion of those who were working as Assistant Boiler Attendants and that they have been officiating in those vacancies and that they have been placed by the respondent in new Category IV at the time of implementation of the recommendations of the Wage Board when in fact they should be confirmed in the grade of Rs. 205-337 which is the grade for the Assistant Boiler Attendant as per the Company's Circular dated 27-1-1968. The petitioners have enclosed a copy of the said circular dated 27-1-1968 along with their claims statement, and the copy of that circular is marked as Ex. 6. In the said copy of the circular Item 15 is shown as Assistant Boiler Attendants as the existing designation and the existing grade is shown as Rs. 48-3-54-4-70-EB-5-100 and the new designation is shown as Assistant Boiler Attendants and the revised grade is shown as grade 'D' Rs. 205-7-247-10-337. Now the four claimants referred to are contending that even as per the circular issued by the respondent they should have been given Grade 'D' of Rs. 205-337 but not new category IV since they are working as Assistant Boiler Attendants in the vacancies that arose due to retirement, death and promotion of the workmen who were previously working as Assistant Boiler Attendants. The contention of the respondent is that the six workmen who were holding second class certificate of competency of work as Boiler Firemen in Old category VII demanded that they should be re-designated as Assistant Boiler Attendants and should be placed in the grade of Rs. 48-100, that this dispute is Industrial Dispute No. 61 of 1965, that as per the settlement arrived at it was agreed that these six workmen should be given the designation of Assistant Boiler Attendants and should be placed in old Grade of Rs. 48-100 and that as per that settlement an award was also passed in I. D. No. 61 of 1965 and that it was not the contention of the parties that the designation of the Boiler Firemen has been abolished and that all such workmen are to be called as Assistant Boiler Attendants, and that the vacancies which had arisen by resignation, or promotion of those six workmen are not the vacancies of the Boiler Attendants in general but that they are only old category VII jobs equivalent to new category IV recommended by the Wage Board and so these four claimants have been correctly placed in new Category IV when the Wage Board recommendations were implemented. Now it has to be seen whether the claim of these claimants is justified or not.

6. It is common ground that these four claimants and two others are now working in the places of one A. Suryanarayana and others. This A. Suryanarayana and others were said to have been working as Boiler Firemen and they were said to have raised a dispute that they should be designated as Assistant Boiler Attendants and that they should be placed in the grade of Rs. 48-100 and that this dispute was finally referred to this Tribunal for adjudication as I. D. No. 61 of 1965 and that finally a settlement was arrived at and that an award also was passed in terms of the settlement. A copy of the terms of that settlement is marked as Ex. W3. A perusal of it shows that it was agreed to change the designations of A. Suryana and others from Boiler Firemen to Assistant Boiler Attendants and that they were placed in the grade of Rs. 48-100. Ex. W3 also shows that the parties had agreed that the Assistant Boiler Attendants should be so posted in the shifts that in each shift there should be one first class certificate holder and one second class certificate holder and that in the absence of the second class certificate holder the un-qualified Boiler Firemen should be posted in the shift in the place of the second class certificate holders. He was also shows that the parties had agreed that the post of Boiler Firemen working at the hospital shall continue to be in category VII (old Category) and that the incumbent of that post should hold second class Boiler certificate and that the other Boiler Firemen would continue to be in their present category and that they would not have any claim for promotion, if they acquired second or first class certificates unless there were vacancies. Now it is contended by the respondent's representative that as per the terms of this settlement the designation given as Assistant Boiler Attendants was purely personal to the claimants referred to in Ex. W3 but it is not a general designation given and so the present claimants cannot claim that they should be confirmed as Assistant Boiler Attendants in the grade of Rs. 205-337 and that as per the job description the duties done by these four claimants are only the duties of the category IV Boiler Firemen second class referred to in the Wage Board recommendations and so the present claim of these claimants is not justified. On the other hand it is contended by the learned counsel for the

petitioners that it is not correct to say that the designation given as Assistant Boiler Attendants was personal to A. Suryanarayana and others, that it is only a general designation that has been given and that even in the circular dated 27-1-1968 issued by the respondent at the time of the implementation of the recommendations of the Wage Board it had shown the existing designation as Assistant Boiler Attendants and also gave the new designation as Assistant Boiler Attendants and gave revised grade as Rs. 205-337, and that even in I. D. No. 30 of 1967 in the counter filed by the respondent it is stated that the next lower grade, that is, Grade 'D' of Rs. 205-337 has been allotted to Assistant Boiler Attendant (a copy of the extract of this portion from the counter statement filed in I. D. No. 30 of 1967 is also enclosed to the present claim statement) and that it is not correct to state that the designation given as Assistant Boiler Attendants was purely personal so far as A. Surayanarayana and others are concerned.

7. W.W. 2 (R. Rajeswara Rao) is one of the claimants and his evidence is to the effect that he is working as Assistant Boiler Attendant since May 1969, that prior to him and other claimants, Laxminarayana and five others worked as Assistant Boiler Attendants and they were in old Category VII, that Laxminarayana, that is, W.W. 4 and the others were designated as Boiler Firemen till 1965, that afterwards they were given the designation as Assistant Boiler Attendants and given the grade of Rs. 48-100 as per the settlement in terms of which an award was passed by this Tribunal, that as it is mentioned in Ex. W3 that whenever there is vacancy in the post of Assistant Boiler Attendant it would be filled up, he and others were appointed in the places of W.W. 4 and others, that W.W. 4 and others were given the grade of Rs. 205-337 after the Wage Board and they were designated as Assistant Boiler Attendants, that after the Wage Board the Company issued a circular showing the designation of Assistant Boiler Attendant and that he and others are possessing Second Class Boiler Attendant certificates and that he has also got First Class Boiler Attendant certificate and that when they were placed only in new Category IV they gave representation the original of Ex. W6 and that the Firemen who is an un-qualified man is also given new Category IV. His evidence no doubt also shows that W.W. 4 and others who were working previously were known as Boiler Firemen and that in the office order given to him his designation was given as Boiler Firemen Second Class and that no office order was given as Assistant Boiler Attendant, but his contention is that they have been doing the duties of Assistant Boiler Attendants. He also says that it is only six workmen covered by Ex. W3 who were designated as Assistant Boiler Attendants, that it is only they were given the old grade of Rs. 48-100 and the new grade of Rs. 205-337 and that this new grade was not given to any one else after the Wage Board. According to him the First Class Boiler Attendants will look after the pressure and that he and others assist them and attend to the work given by them.

8. W.W. 4 is working as Boiler Attendant in the Power House at G. D. Khani since February, 1970 and prior to that he worked at Kothagudem Power House as Assistant Boiler Attendant. His evidence is to the effect that at Kothagudem as Assistant Boiler Attendant he was given the grade of Rs. 205-337 after the Wage Board, that prior to Wage Board he was in the grade of Rs. 48-100, that in 1965 he was promoted as Assistant Boiler Attendant as per the settlement Ex. W3 along with others, that he and others possessed second class Boiler Attendant competence certificate that out of six persons, himself, Suryanarayana and Narayana were promoted as Boiler Attendants and transferred to the Power House at G. D. Khani and they were given the grade of Rs. 245-440 and that out of the remaining three S. Durgaiah died, Khajamia resigned and G. Somasundaram retired (all these six names are mentioned in Ex. W3.). It is elicited from him that there is no difference in the work of Boiler Firemen and in the work of Assistant Boiler Attendant, that after Wage Board recommendations the grade of Rs. 205-337 was given only for those who were in the grade of Rs. 48-100 and for others only new Category IV daily rated was given so far as holders of Second Class certificate are concerned and that for First Class certificate holders new Category V daily rated was given and that in G. D. Khani Power House there is no one in the grade of Rs. 205-337 though they are Second Class certificate holders and they are in new category IV and that at Kothagudem he and the other five persons were given the grade of Rs. 205-337 pursuant to the settlement. W.W. 3 is working as Boiler Attendant. He says that there

are Assistant Boiler Attendants to assist them and that for each shift there will be two Assistant Boiler Attendants. It is elicited from him that the Boilers Act or Rules do not say that the certificate holders should be given a particular designation, that in other places those who work on Boilers are known as Boiler Operators but he says that so far as their Company is concerned, they are known only as Boiler Attendants. It is also elicited from him that in the Wage Board Category V is shown for Boiler Attendant First Class and Category IV is shown for Boiler Attendant Second Class, but he says that the Colliery Boilers are different and that the Boilers of their Company are different and that it is only First Class certificate holders who are competent to work on Water Tube Boilers that Second Class certificate holders are not competent and that the certificates themselves shows the difference.

9. M.W. 1 (B. Sriramamurthy) is working as Assistant Engineer in the Power House at Kothagudem and his evidence shows that he had first joined this Company as Boiler Attendant and that later on he was promoted as Assistant Engineer. He says that the designation like Boiler Attendants, Boiler Operators and Boiler Firemen are prevalent in the coal industry, that as far as Singareni Collieries is concerned the over all responsibility of the Boilers is on of the Boiler Attendant holding First Class certificate, that the Boiler Attendants holding Second Class certificates would be assisting the first class certificate holders, that as per the settlement the original of Ex. M1 arrived at between the Company and the Mazdoor Sangh it was agreed that old Category VII should be given to the first and second class certificate holders and that non-certificate holders should be given old Category VI, that in view of the representation the original of Ex. M3 made by the Union Ex. M2 settlement was arrived at fixing the strength of the Boiler running staff, that as per Ex. M2 there should be two Boiler Attendants and two Boiler Firemen for each shift, that Singareni Collieries Workers Union raised another dispute for the change of designation of Boiler Firemen to Boiler Attendants and that dispute is I. D. No. 61 of 1965 that in that dispute only six persons by name were involved, that out of them three are holding First Class certificate and the other three are Second Class certificate holders, that the grade of Rs. 48-100 was given prior to the Wage Board, that after the Wage Board only Category IV was given to all new Second Class certificate holders, that after the implementation of the Wage Board recommendations the first and second class certificate holders, who were in the grade of Rs. 48-100 and who were covered by Ex. W3 settlement, were given the grade of Rs. 205-337 and all the new recruits were given new Category IV that in the Power Houses at Hellampalli and Ramagudem the second class certificate holders were given new Category IV after Wage Board, that there is no one in 'B' Power House at Kothagudem in the grade of Rs. 205-337, that as far as he knows new category IV emoluments are more than the old grade of Rs. 48-100 and that Ex. M4 is the copy of the notification issued showing the minimum wages fixed for Boiler Attendant in Oil Mills. In the cross examination he says that the grade would naturally go with the post, that W.W. 2 and others are working in 'B' Power House as Boiler Firemen, that they are Second Class certificate holders that the Second Class certificate holders assist the First Class certificate holders in all operations, that the qualified Firemen are W.W. 2 and others, that the unqualified Fireman is one who has no Second Class certificate, that one Syed Ahmed, who is unqualified Fireman and whose designation originally was Lancashire Boiler Fireman is working in 'B' Power House, that for the person who assists the Boiler Attendant there is no other qualifications required other than the second class certificate, that the persons referred to in Ex. W3 worked as Assistant Boiler Attendants in the 'B' Power House, that none of the persons mentioned in Ex. W3 are now working in 'B' Power House at Kothagudem, that in the place of those six persons, four persons referred to and two other persons are working, that all of them are holding second class certificates, that there is no difference in work done by these persons and the six persons referred to in Ex. W3 when they were working in 'B' Power House and that he does not know whether the management issued a circular giving the grade of Rs. 205-337 to the Assistant Boiler Attendants in the grade of Rs. 48-100 at the time of implementation of the Wage Board recommendations.

10. Now from the evidence referred to above it is clear that W.W. 4 and five others were previously working in the place

of W.W. 2 and others and that one second class Boiler Attendant certificate holder should assist the first class Boiler Attendant certificate holder and that the first class Boiler Attendant certificate holder is working as the Boiler Attendant and that the second class Boiler Attendant is working as Assistant Boiler Attendant in the Power House at Kothagudem. It is also now seen from the evidence that so far as Wage Board recommendations are concerned Category V is shown for Boiler Firemen first class and Category IV is shown for Boiler Firemen second class and now the contention of the respondent is that since W.W. 2 and others are holders of Second Class certificates and as their duties are as per the job description given in the Wage Board recommendations for Boiler Firemen second class they have been placed in new Category IV and that so far as W.W. 4 and others referred to in Ex. W3 are concerned the designation of Assistant Boiler Attendants given to them was purely personal to them and that there is no general designation as Assistant Boiler Attendants and so the claim of W.W. 2 and others that they should be confirmed as Assistant Boiler Attendant is not justified. No doubt it is seen that there is no designation given as Boiler Attendants and Assistant Boiler Attendants in the recommendations of the Wage Board and that reference is made only to Boiler Firemen First Class and Boiler Firemen Second Class. But now the fact remains that so far as the respondent is concerned there had been a settlement the original of Ex. M1 entered into as regards the Boiler Firemen working in 'B' Power House at Kothagudem under which it was agreed that the Boiler Firemen holding either First and Second Class certificate of competency as Boiler Attendant shall be paid old Category VII wages and that the Boiler Firemen who were not holding the certificate of competency shall be paid old Category VI wages and that again there was another settlement the original of Ex. M2 under which the parties had agreed that the normal strength of the running staff of the 'B' Power House should be two Boiler Attendants and two Boiler Firemen and that later on when a dispute was raised by the First class and Second Class Boiler Attendant certificate holders for changing the designation of the Boiler Firemen to that of Assistant Boiler Attendants, another settlement, the original of Ex. W3 was entered into under which it was agreed that W.W. 4 and others should be designated as Assistant Boiler Attendants. Evidently this settlement of changing designation of Boiler Firemen to Assistant Boiler Attendants was arrived at because of the fact that W. W. 4 and others were holders of First and Second class Boiler Attendant certificates and also because of the fact that there was also un-qualified Boiler Firemen. Ex. W3 also shows that two Assistant Boiler Attendants or Boiler Firemen should be in each shift as the case may be, which also shows that the distinction between the Assistant Boiler Attendants and Boiler Firemen was maintained. No doubt it is the contention of the respondent that this designation given as Assistant Boiler Attendant was purely personal to the persons referred to in Ex. W3, but a perusal of Ex. W3 does not show that this designation was given as personal to them. On the other hand from clause 4 of Ex. W3 it is seen that so far as the other Boiler Firemen are concerned it was agreed that they would continue to be in their existing category and that they can ask for promotion when they acquired second class or first class certificates only if there are vacancies, which clearly shows that the designation of Assistant Boiler Attendant was not personal to the persons mentioned in Ex. W3 but that it was only a general change of designation from Boiler Firemen to Assistant Boiler Attendants so far as holders of second class certificates are concerned. That the respondent was having its own designation as Assistant Boiler Attendant even though in the Wage Board recommendations the designation had been given as Boiler Firemen second class is also evident from the circular (already referred to) issued by the respondent, wherein the respondent had specifically given the existing designations as Assistant Boiler Attendant and the new designation as Assistant Boiler Attendant and also given the revised grade as Grade 'D' Rs. 205-337. It is also seen from the copy of the circular Ex. M6 that some cases like Draughtsmen, Supervisors and Majistries while giving new designation it had been specifically noted as "personal" which also only goes to show that whenever the respondent was given any designation with reference to any particular job as personal the respondent had been using the word "personal". So far as the Assistant Boiler Attendants are concerned there is no such word "personal" used even in the circular referred to. Again it is seen from the counter statement filed by the respondent in I. D. No. 30 of 1967 which is now pending, the respondent had specifically stated that the next lower grade, that is,

Grade 'D' of Rs. 205-337 has been allotted as to Assistant Boiler Attendant. So from the evidence it is clear that the respondent itself had created the designation of Assistant Boiler Attendant and fixed as grade 'D' of Rs. 205-337 and that W.W. 4 and others were in that grade until three of them were promoted as Boiler Attendants and one died and one resigned and the other retired from service and that it is only in their vacancies that W.W. 2 and others have been working. When once the respondent itself had given the designation as Assistant Boiler Attendants and since the same designation was maintained even at the time of the implementation of the recommendations of the Wage Board, even though the Wage Board had referred to the designation as only Boiler Firemen second class, showing the grade as Rs. 205-337, in the usual course W.W. 2 and others who were holders of second class Boiler Attendant certificates, who have been promoted to the posts occupied previously by W.W. 4, and others should have been placed in the grade of Rs. 205-337 but there is no justification for the respondent for placing them only in the new Category IV treating them as Boiler Firemen. It is seen from Ext. W6 that W.W. 2 and others sent their representation immediately after they were placed in category IV. On a consideration of the evidence placed before me I am satisfied that so far as these four claimants are concerned they ought to have been placed in the grade of Rs. 205-337 but not in new category IV. No doubt these claimants want that they should be confirmed in the grade of Rs. 205-337 but so far as confirmation is concerned it is purely a managerial function and the question of confirmation in the particular post would arise only if that particular person is found fit to be confirmed. But so far as the present case is concerned all that has to be said is that the respondent should only fix these claimants in the grade of Rs. 205-337 instead of fixing them in new Category IV as was done in this case.

11. So far as the second part of the dispute is concerned it relates to one Tirupathiah and the claim of this Tirupathiah, who has been examined as W.W. 1, is that he should be confirmed as Boiler Attendant in the grade of Rs. 245-440. The evidence of W.W. 1 is to the effect that he is working as Boiler Attendant from 6-8-1969 at Kothagudem 'B' Power House, that after the implementation of the Wage Board except him the other Boiler Attendants were given the grade of Rs. 245-440 whereas he has been given category V (new) that he is a holder of first class Boiler Attendant certificate, that he was first appointed in the place of one Akbar Ali Khan who was Boiler Attendant and who retired on 5-8-1969 and who was in the grade of Rs. 245-440, that prior to Akbar Ali Khan retired he (W.W. 1) worked as Boiler Attendant for a short period, that one Lakshminarayana is also working as Boiler Attendant who is given the grade of Rs. 245-440. In the cross examination he says that he does not know whether Boiler Operators, Boiler Attendants and Boiler Firemen are different designations for the same kind of job in our country, that he does not know what grade was given in the Wage Board for first class Boiler Firemen and what was given to second class Boiler Firemen, that he does not know whether the grade of Rs. 245-440 was given only to those who were in the grade of Rs. 70-158 and whether daily rated workers were not given the grade of Rs. 245-440, that he had been daily rated worker from the beginning, that when he was holding second class certificate and when he was working in old Category VII he was paid old Category VII rate whereas the others holding second class certificates were given the grade of Rs. 48-100. It is elicited from him that in I. D. No. 30 of 1967 the Boiler Attendants have claimed higher grades and that it is pending but so far as I. D. No. 30 of 1967 is concerned it has relevancy now because in I. D. No. 30 of 1967 higher grades are claimed whereas here the case of the petitioner is that W.W. 1 should have been fixed in the grade of Rs. 245-440 instead of in the new Category V at the time of implementation of the recommendations of the Wage Board. W.W. 3 (V. Bondyalu) says that he is working as Boiler Attendant, that including W.W. 1 they are in all seven Boiler Attendants, that W.W. 1 was given new Grade of Rs. 245-440 till May 1970, that after that he was fixed in new Category V from June 1970 designating him as "Boiler Attendant (Boiler Fireman first class)" that there is no difference of work done by him and the other Boiler Attendants, that W. W. 1 was posted in the place of Akbar Ali Khan who was working as Boiler Attendant and who was in the grade of Rs. 245-440. In the cross examination he says that he and the others are in the monthly grade from the beginning, that W.W. 1 was always in daily wages, that he was paid the difference in the scale of Rs. 245-440

as acting allowance. He also says that in other places those who work on Boilers are known as Boiler Operators but in their Company they are known only as Boiler Attendants, that in the Wage Board recommendations category V is shown as Boiler Firemen first class. W.W. 4 (N. Lakshminarayana) says that he was working as Assistant Boiler Attendant, that he was previously in old category VII, that he was promoted as Assistant Boiler Attendant as per the settlement, that after Wage Board he was in the grade of Rs. 205-337 and afterwards he was promoted as Boiler Attendant and given the grade of Rs. 245-440. In the cross examination he says that so far as he knows Boiler Firemen in other places are not known as Boiler Attendants, that he does not know what category was fixed by Wage Board for first class and second class certificate holders, that after Wage Board the grade of Rs. 205-337 was given only for those who were in the grade of Rs. 48-100 and that for others only new Category IV daily rated was given so far as the holder of second class certificates are concerned, that for first class certificate holders new category V daily rated was given, that at Kothagudem only he and five others were given the grade of Rs. 205-337 pursuant to the settlement.

12. M.W. 1 says that for operation of the Boilers one should have competency certificate of first class or second class as per Boilers Act, that the designation like Boiler Attendant, Boiler Operators and Boiler Firemen are prevalent in the Coal Industry, that so far as Singareni Collieries is concerned the over-all responsibility of the boiler is one the Boiler Attendant holding first class certificate, that Ex. M2 is copy of the agreement entered into in 1965 by the Company and the Singareni Collieries Workers Union that as per the Ex. M2 it was agreed that the normal strength of running staff of 'B' Power House should be two Boiler Attendants and two Boiler Firemen for each shift. In the cross examination he says that he worked as Boiler Attendant, that there are seven Boiler Attendants working in 'B' Power House at Kothagudem as on today (that is the date he deposed in this case), that they are in the grade of Rs. 245-440 except W.W. 1 who is in new Category V, that W.W. 1 holds First Class Boiler Attendant certificate, that as Boiler Attendant there is no difference in the duties performed by W.W. 1 and other Boiler Attendant, that the grade would naturally go with the post, that W.W. 1 is working in the place of Akbar Ali Khan who retired from service and who was in the grade of Rs. 245-440 and that for Boiler Attendants post one need not possess any other qualification other than first class certification.

13. So from the evidence of the witnesses referred to above it is clear that though in the Wage Board there is no designation given as Boiler Attendant and though the designations given are Boiler Firemen First Class and Boiler Firemen Second Class, so far as the respondent is concerned, it was having the designation of Boiler Attendant and that though altogether seven persons are working including W.W. 1 as Boiler Attendants, six persons have been given the grade of Rs. 245-440 whereas W.W. 1 alone was given new Category V, though the work done by W.W. 1 is the same as the work done by the remaining six persons. It is also seen from the copy of circular the original of Ex. M6 dated 27-1-1968 issued by the respondent at the time of implementation of the recommendations of the wage Board that in the annexure relating to the Engineering Department the respondent had shown the existing designation as Boiler Attendant and the new designation as Boiler Attendant and showed the revised grade 'C' of Rs. 245-440. No doubt the contention of the respondent is that W.W. 1 was all along only as daily rated and that the job description given for Boiler Firemen first class in the Wage Board recommendations is the same as the job done by W.W. 1 and so W.W. 1 had been placed correctly in new Category V since he was in old category VII, but under the circumstances of this case the fact of W.W. 1 having been in the daily rate prior to his being promoted in the place of one Akbar Ali Khan does not assume much importance because admittedly Akbar Ali Khan was working as Boiler Attendant holding first class certificate and he was also in the grade of Rs. 245-440 and it is because this Akbar Ali Khan retired W.W. 1 had been promoted to his place. As already stated including W.W. 1 there are in all seven Boiler Attendants working and it does not stand to reason why when the remaining six persons were given the grade of Rs. 245-440 and when W.W. 1 is also one of the seven Boiler Attendants doing the very same job done by the remaining six persons, he

should alone be singled out and placed in new Category V. It is seen from Ex. W1 that though W.W. 1 was working as Boiler Attendant the respondent issued that order dated 20-9-1970 showing that W.W. 1 had promoted as "Boiler Attendant (Boiler Firemen First Class under the Wage Board categorisation)" with Category V emoluments. In view of the original of Ex. W1, W.W. 1 sent his representation the original of Ex. W2 stating that he had been working in the vacancy of Akbar Ali Khan who was in the grade of Rs. 245-440 and that he had also been paid the difference of the grade of Rs. 245-440 and that the order the original of Ex. W1 was unfair and illegal. It is in evidence that even the respondent was paying the acting allowance in the grade of Rs. 245-440 to W.W. 1 and that it is only in June, 1970 the respondent had issued the revised office order the original of Ex. W1 giving the designation as Boiler Firemen First Class as per the categorisation mentioned in the Wage Board recommendations. It is also seen from the counter filed by the respondent in I.D. No. 30 of 1967 that the designation referred to is Boiler Attendant and that the grade also had been shown as Rs. 245-440 mentioning also that the monthly grade was as given in the Coal Award. As already stated even in the circular the original of Ex. M6 the existing designation was shown as Boiler Attendant and the new designation was shown as Boiler Attendant and the revised grade was shown as Rs. 245-440 and that even the respondent placed W.W. 1 in the grade of Rs. 245-440 and was paying the acting allowance and that only in June, 1970 the designation of W.W. 1 was suddenly changed as "Boiler Attendant (Boiler Firemen First Class)" though actually the designation in vogue in the respondent company is Boiler Attendant and though the remaining six persons who are doing the same job as W.W. 1 are in the grade of Rs. 245-440. The definite evidence of M.W. 1 is that the grade would naturally go with the post. So when W.W. 1 had been promoted to the place of Akbar Ali Khan who was in the grade of Rs. 245-440 it is only that grade that is applicable to W.W. 1 but not new Category V. So, under the circumstances of this case, I am satisfied that there is absolutely no justification for the respondent in revising the grade given to W.W. 1 and placing him in new Category V though the respondent itself had been paying the acting allowance all along in the grade of Rs. 245-440. No doubt W.W. 1 wants that he should be confirmed in the grade of Rs. 245-440 but so far as confirmation is concerned it is purely a managerial function. The question of confirmation to a particular job would arise only if that particular person is found fit to be confirmed. But so far as the present case is concerned all that has to be said is that the respondent should have fixed W.W. 1 in the grade of Rs. 245-440 instead of fixing him in new Category V as was done in this case.

14. No doubt one of the contentions in the counter of the respondent is that the financial aspect also should be taken into consideration and the respondent also filed Ex. M10 which is the annual report for the year 1970-71 showing that the Company had been working in loss but considering the nature of the present dispute the question of financial aspect does not arise because it is not as if the claimants are claiming any higher categories involving additional financial burden. The claim of W.W. 2 and others is that they should have been given the grade of Rs. 205-337 whereas they have been wrongly placed in new Category IV and the claim of W.W. 1 is that he should have been placed in the grade of Rs. 245-440 whereas he had been wrongly placed in new category V. So the present dispute in effect is only with reference to fixation of the correct grade and all that has to be seen is whether these claimants have been fixed in the correct grade by the respondent while implementing the recommendations of the Wage Board by issuing its own circular the original of Ex. M6. Now I have held that W.W. 2 and others should have been fixed in the grade of Rs. 205-337 and that W.W. 1 should have been fixed in the grade of Rs. 245-440. It is not the case of the respondent that it is not able to implement the recommendations of the Wage Board in view of its financial incapacity. So there is no necessity in this case to consider the question of financial aspect since the respondent itself had implemented the recommendations of the Wage Board.

15. For all the aforesaid reasons, so far as the first part of the dispute referred to under reference is concerned I hold that the management of Singareni Collieries Company Limited, Kothagudem is not justified in not placing A. Bixamaiah, Rajeswara Rao, Gazula, Ramulu and Pandu Ranganam

in new Category IV as per the recommendations of the Wage Board from the date they are working as Assistant Boiler Attendants and that so far as their confirmation as Assistant Boiler Attendants is concerned it is purely a managerial function and that these claimants cannot ask this Tribunal to confirm them as Assistant Boiler Attendants and I direct the respondent to fix these claimants in the grade of Rs. 205-337 from the dates they are working as Assistant Boiler Attendants and so far as the second part of the dispute under reference is concerned, I hold that the management of Singareni Collieries Company Limited is not justified in not placing P. Tirupathiah in the grade of Rs. 245-440 having regard to his period of officiating service in higher category and that so far as his claim for confirmation as Boiler Attendant is concerned it is purely the managerial function and that this claimant cannot ask this Tribunal to confirm him as Boiler Attendant and I direct the respondent to fix him in the grade of Rs. 245-440 from the date of his working as Boiler Attendant in the vacancy of Akbar Ali Khan.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand the seal of this Tribunal this the 22nd day of November, 1972.

P. S. ANANCHI, Presiding Officer.

APPENDIX OF EVIDENCE :

Witnesses examined for Petitioners :	Witnesses examined for Respondent :
W.W. 1 : P. Tirupathiah	M.W. 1 : B. Sriramurthy.
W.W. 2 : R. Rajeswara Rao	
W.W. 3 : V. Bondeyalu	
W.W. 4 : N. Lakshminarayana.	

Documents exhibited for Petitioners

- Ex. W1 : Promotion order dated 20-6-1970 of Tirupathiah for the post of Boiler Attendant.
- Ex. W2 : Representation dated 23-6-1970 of Sri P. Tirupathiah addressed to the General Manager, Singareni Collieries Co. Ltd., Kothagudem for confirmation as Boiler Attendant.
- Ex. W3 : Memorandum of settlement dated 19-3-1966 between the workmen and employers of Singareni Collieries Co. Ltd., Kothagudem.
- Ex. W4 : Copy of the Second Class Boiler Attendant certificate of competency under Rule 21 of A. P. Boiler Attendant Rules.
- Ex. W5 : Copy of the First Class Boiler Attendant certificate of competency under Rules 21 and 22 of A. P. Boiler Attendant Rules 1956.
- Ex. W6 : Letter dated 24-6-1970 of Five Boiler Attendants addressed to the General Manager, Singareni Collieries Co. Ltd., Kothagudem.

Documents exhibited for Respondent :

- Ex. M1 : Memorandum of settlement arrived between Management of Singareni Collieries Company Limited, and the Singareni Collieries Mazdoor Sangh, on 18-10-1962.
- Ex. M2 : Memorandum of settlement arrived at between the management of Singareni Collieries Co. Ltd. and Singareni Collieries Workers Union, Kothagudem on 23-6-1965.
- Ex. M3 : Letter dated 2-6-1965 of President of Singareni Collieries Workers Union, Kothagudem addressed to the Conciliation Officer (C) Kothagudem regarding strength of Boiler Attendants and Firemen of B Power House, Singareni Collieries Co. Ltd., Kothagudem.

Ex. M4 : Extract of Notification G.O.Ms. No. 570 dated 23-4-1970 published at pages 693—695 of Part I of A.P. Gazette dated 28-5-1970.

Ex. M5 : Circular of the S.C. Co. Ltd. Kothagudem dated 13-10-1967 regarding the implementation of the recommendations of the Central Wage Board for the Coal Mining Industry.

Ex. M6 : Circular of the S.C. Co. Ltd., Kothagudem dated 27-1-1968 regarding implementation of the recommendations of the Central Wage Board for the Coal Mining industry—monthly rated staff.

Ex. M7 : Copy of the circular of the S.C. Co. Ltd., Kothagudem dated 14-9-1967 regarding wage structure and new conditions of service under the recommendations of the Wage Board as approved by the Govt. of India.

Ex. M8 : Office Order issued by the General Manager dated 20-6-1970 in respect of five workmen's annual increment.

Ex. M9 : True Copy of the Instructions to the candidates (Extract from Rules).

Ex. M10 : 50th Annual Report and Accounts of Singareni Collieries Company Limited, for the year 1970-71.

Ex. M11 : Financial position of the Singareni Collieries Company Limited from 1965 to 1970-71 by the Chief Cost Accounts Officer Singareni Collieries Co. Ltd., dated 5-8-1972.

INDUSTRIAL TRIBUNAL.

New Delhi, the 19th January, 1973

S.O. 239.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Madhujore Colliery of Madhujore Coal Company Private Limited, Post Office Kajoragram, District Burdwan and their workmen, which was received by the Central Government on the 13th January, 1973.

[No. L-19012/11/72-LRIL.]

KARNAIL SINGH, Under Secretary

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 28 of 1972

Parties: Employers in relation to the management of Madhujore Coal Company Private Limited,

and

Their Workmen.

Present:

Sri S. N. Bagchi Presiding Officer.

Appearances:

On behalf of
Employers

Sri B. P. Dabral,
Personnel Officer

On behalf of
Workmen

Sri D. D. Mishra, Vice-President,
Colliery Mazdoor Congress (HMP).

State: West Bengal

Industry: Coal Mine

AWARD

By Order No. L/19012/11/72-LRIL, dated 1st May, 1972 the Government of India, in the Ministry of Labour and Rehabilitation, Department of Labour and Employment, referred the following dispute existing between the employers in relation to the management of Madhujore Colliery of Messrs Madhujore Coal Company Private Limited and their workmen, to this tribunal, for adjudication, namely;

"Whether the action of the management of Madhujore Colliery of Messrs Madhujore Coal Company (Private) Limited, Post Office Kajoragram, District Burdwan in dismissing Shri Chamari Singh, Pump Khalasi, with effect from the 22nd October, 1971 is justified? If not, to what relief is the workman entitled?"

2. On 27-12-1972 this reference was fixed for peremptory hearing. On that date the General Secretary of the Colliery Mazdoor Congress (HMP) representing the workmen and the employer's authorised representative filed a so called petition of compromise praying for recording on the basis of such compromise petition an award relating to the matter in dispute referred to for adjudication by this tribunal. This tribunal refused to accept the compromise petition and to act upon it for the following reasons.

3. One Vinay Kumar purporting to act as General Secretary of Colliery Mazdoor Congress registered No. 965 affiliated to Hind Mazdoor Panchayat with the address Garai Mansion, G.T. Road, Asansol, filed before this tribunal on 6th June, 1972 a petition asking for time to file the statement of case on behalf of workmen. The statement was filed by Vinay Kumar posing as General Secretary, Colliery Mazdoor Congress, Registration No. 965 affiliated to Hind Mazdoor Panchayat, Garai Mansion, G. T. Road, Asansol on 14-8-72. The management filed its statement of case on 19-8-72. For the management a rejoinder to workmen's statement of case filed by the union was presented before this tribunal on 12-9-72 which was to be considered on the peremptory date of hearing. In Reference Case No. 93 of 1971 in which award was rendered by this tribunal on 18th July 1972 which has already been published in the Gazette of India this tribunal found that there are three trade unions bearing the same name Colliery Mazdoor Congress and the same Registration No. 965 that had been registered as such, no matter to which of the federations each of such trade unions bearings name Colliery Mazdoor Congress with registration No. 965 has been affiliated, each claiming to be registered as such. Sri Vinay Kumar submitted that the addresses of the three trade unions, Colliery Mazdoor Congress (R), Colliery Mazdoor Congress (HMS) and Colliery Mazdoor Congress (HMP) though with the same registration number indicated three different corporate entities being three distinct and different registered trade unions. But, his submission was against the law. Every trade union must have its own registration number exclusive to itself and no two trade unions can bear the same registration no. 965. In that case, I found the existence of affiliation of each of such trade unions to a particular same registration serial number, irrespective of the question of affiliation of each of such trade unions to a particular federation of trade unions. In the circumstances revealed in the said proceedings, I held that the union bearing the name Colliery Mazdoor Congress said to be affiliated to Hind Mazdoor Panchayat bearing registration no. 965 was not a duly registered trade union having its corporate existence under Section 13 of the Trade Unions Act. Therefore, the Colliery Mazdoor Congress bearing registration no. 965 with the address Garai Mansion, G. T. Road, Asansol, Burdwan, that purported to have had espoused the cause of the workmen claiming to represent the workmen in the said proceeding was not a duly registered trade union, and as such it could not represent the workmen in the said proceeding. In the award I held that in view of my finding on the points elaborated in the decision, this tribunal had no jurisdiction to entertain and adjudicate upon the reference which was not an industrial dispute under Section 2(k) of the Industrial Disputes Act and as such the reference was rejected. In that reference the General Secretary, Colliery Mazdoor Congress (HMP), Garai Mansion, G. T. Road, Asansol, District Burdwan, filed a written statement on behalf of the workmen signed and verified by Vinay Kumar, General Secretary, Colliery Mazdoor Congress (HMP) Garai Mansion, G.T. Road Asansol and was placed on record. The employer filed a written statement in that proceeding with a copy to the General Secretary, Colliery Mazdoor Congress (HMP), Garai

mansion, G.T. Road, Asansol. In the present reference, the dispute before the conciliation officer was raised by Colliery Mazdoor Congress (HMP) Asansol and the conciliation proceeding ended in a failure report. On receipt of the failure report the Central Government referred the present dispute for adjudication by this tribunal.

4. Section 36(1)(a) of the Industrial Disputes Act must be read with Rule 36 Form F and Rule 37 of the Central Rules. The General Secretary, Vinay Kumar of Colliery Mazdoor Congress (HMP), Registration No. 965, when filed the application for extension of time to file a written statement on behalf of the workmen did not file before this tribunal any letter of authority made and subscribed by the workmen involved in the dispute as required by Rule 36, Form F of the Central Rules, not even at any later stage of the proceeding in this reference case. No letter of authority made and subscribed by the workmen involved in the dispute under reference, authorising the so called registered trade union Colliery Mazdoor Congress (HMP) to represent the workmen involved in the dispute was filed before this tribunal. Rule 36 Form F of the Central Rules read as follows :

"36. Form of authority under section 36.—The authority in favour of a person or persons to represent a workman or group of workmen or an employer in any proceeding under the Act shall be in Form F.

FORM F

(See Rule 36)

Before

Reference No. of Workmen
versus
..... Employer.

In the matter of I/We hereby
authorise Shri/Sarvashree to represent
me/us in the above matter.

Dated this, day of 19

Signature of person(s) nominating

z

the representative(s)

Address.

Accepted

Signature of representative(s)

Address".

Rule 37 of the Central Rules reads as follows:

"37. Parties bound by acts of representative—A party appearing by a representative shall be bound by the acts of that representative."

Section 36(1)(a) of the Industrial Disputes Act entitles a workman to be represented in any proceeding under the Industrial Disputes Act by an officer now an office-bearer or a member of the Executive Committee of a registered trade union of which workmen are members but not otherwise. The workman or workmen involved in the dispute, if they desire to represent themselves through a registered trade union it must apply before this tribunal according to Form F read with rule 36 of the Central Rules read with the observation of their Lordships of the Supreme Court in Hotel Imperial's case reported in 1959 II LLJ 553 at page 554. No registered trade union can authorise itself through any of its officer or office bearer to represent the workmen involved in a dispute. The party to the dispute is the workman or workmen. If the workmen require that they should be represented by a registered trade union, it must make and subscribe a letter of authority in favour of the union as required by Rule 36 Form F. The union through its officer or office bearer or a member of the executive on accepting the letter of authority shall have the right to represent the workmen involved in the dispute in any proceeding under the Industrial Disputes Act, meaning the proceeding commencing before the authority of the management when charter of demand is laid, the proceeding before the conciliation officer, and the proceeding before the relevant adjudicatory authority respectively. Before this tribunal, the workmen involved in the dispute, did not authorise the Colliery Mazdoor Congress, HMP, bearing registra-

tion Sl. No. 965, Garai Mansion, G.T. Road, Asansol, to represent the workmen involved in the dispute before this tribunal by making and subscribing a letter as required under Rule 36, Form F of the Central Rules. So, there has not been any representation worth the name according to law of the workmen involved in this dispute before this tribunal by Colliery Mazdoor Congress, Registration No. 965, Garai Mansion, G. T. Road, Asansol.

5. I have found in my award in Reference No. 93 of 1971 that Colliery Mazdoor Congress, Registered No. 965, Garai Mansion, G.T. Road, Asansol is not a duly registered trade union under the Trade Union Act. Against that award no appeal has been taken so far as this tribunal is aware before the appellate authority. Before the management when the charter of demand is laid, either by an officer of a registered trade union or an office bearer or a member of the Executive Committee of a registered trade union on behalf of the workmen involved in a dispute, a proceeding under the Industrial Disputes Act starts. If the management accepts the demand and enters into an agreement it is then a proceeding, "otherwise than in the course of conciliation proceeding, as Section 18(1) of the Industrial Disputes Act enjoins. If the settlement by agreement is arrived at this proceeding it is to be binding upon the employer and the employee, I mean the workmen. At that stage, the employer and the workmen may themselves enter into an agreement. Now, if at that stage of the proceeding the employer and the workmen require that they should be represented by their representatives, they are to authorise their respective representatives under the Rule 36 Form F of the Central Rules read with Section 36(1)(a) & 36(2) of the Industrial Disputes Act respectively. In case of workmen who are members of registered trade union, if they desire to represent themselves through an officer of a registered trade union or an office bearer or a member of the executive of registered trade union, Section 36(1)(a) of the Industrial Disputes Act read with rule 36 Form F of the Central Rules, lays down that the workman or workmen may make and subscribe a letter of authority in favour of such registered trade union of which they are members in the manner and to the extent prescribed by Rule 36 Form F of the Central Rules. If there is no letter of authorisation by the workmen, but the union purporting to act as representative of the workmen lays the charter of demand before the authority of the management, the representation would be against Section 36(1)(a) of the Industrial Disputes Act read with Rule 36 Form F since "any proceeding of Section 36(1) of the Industrial Disputes Act" includes a proceeding at the stage of laying the charter of demand before the authority of Disputes Act. If at that stage there is illegal representation, any act done by such representative would be useless and would not bind the workmen involved in the dispute so also the employer in view of Rule 37 of the Central Rules. In the conciliation proceeding which is also within the expression "any proceeding under the Industrial Disputes Act" if the workmen involved in the dispute desire to be represented by a registered trade union of which they are members, they are similarly to authorise the registered trade union in view of Rule 36 Form F of the Central Rules to represent the workmen in the conciliation proceeding. If there is no such authority, but a union posing itself to be a registered trade union takes up on itself the task of representing the workmen before the conciliatory authority, such representation would be against Rule 36 Form F read with Section 36(1)(a) of the Industrial Disputes Act. Any act done in the conciliation proceeding would not bind in such case either the workmen or the employer not even the conciliatory authority in view of Rule 37 of the Central Rules. In the proceeding before the adjudicatory authority if the workmen desire to be represented by a registered trade union, they are required to make and subscribe a letter of authority in favour of such union according to rule 36 Form F. The union, through its officer or a office bearer or a member of the executive shall have to accept such letter of authority and file letter of authority before the adjudicatory authority in the proceeding. Then the workmen would be represented by an officer of the registered trade union or an office bearer or a member of the executive of the registered trade union in the proceeding before the tribunal but not otherwise. So, at the three stages if the workmen involved in a dispute desire that they should be represented by a registered trade union, the registered trade union can only acquire right to represent the workmen if it is authorised by the workmen involved in the dispute by making and subscribing a letter of authority in favour of the union that must accept that authority through one of its officers or office bearers or members of the executive to represent the workmen involved in the dispute in each of three stages of

the proceedings relating to the dispute. If no such letter of authority is forthcoming before the tribunal no registered trade union can claim to represent the workmen involved in any of the three stages of the proceeding under the Industrial Disputes Act only because the General Secretary of such union claims that the union has been authorised by the workmen to represent them in the proceedings under the Industrial Disputes Act. In Hotel Imperial's case their Lordships of the Supreme Court clearly directed that if workmen are members of a registered trade union, they are to apply before the tribunal that means, according to Rule 36 Form F, to allow themselves to be represented by such registered trade union. The expression in any proceeding under the Industrial Disputes Act in Section 36(1) of the Act means and includes the three stages of the proceedings which I have already enumerated above. So, at each and every stage of the proceeding, if the workmen involved in a dispute are to be represented by a registered trade union through any of its officer or office bearer or a member of the executive, the workman must authorise such union in the manner and to the extent as prescribed by Rule 36 Form F of the Central Rules, and when such authorisation, if any, is not to a registered trade union, but an organisation posing itself to be a registered trade union, that purports to represent the workmen at any stage of those three stages of the proceedings, the act of such organisation as representative of the workmen would be against the law and would be void in view of Rule 37 of the Central Rules. A registered trade union of which the workmen are members has the right to conduct trade dispute on behalf of the workmen or any member thereof, in view of Section 15(d) of the Trade Unions Act and also to represent the workmen involved in a dispute in any proceeding under the Industrial Disputes Act, provided in regard to any proceeding under Industrial Disputes Act the workmen involved in the dispute have, as required by law, authorised the registered trade union to represent them in any of such proceedings.

6. The dispute that was raised the Colliery Mazdoor Congress (HMP), Asansol, by its letter dated 9-12-71 before the A.L.C., Raniganj, was not a dispute raised by a registered trade union duly authorised by the workmen involved in the dispute as law requires. The conciliation ended in a failure. Upon the failure report the Central Government referred the dispute for adjudication. The Central Government may, otherwise than on the failure report, exercise its jurisdiction in referring a dispute for adjudication. But in this case the reference is based upon the failure report. The Colliery Mazdoor Congress (HMP), Asansol, had already been found to be an unregistered trade union. It had committed fraud upon the Statute i.e. Trade Unions law and the Industrial Disputes Act while purporting to represent the workmen involved in the dispute not only before the conciliatory authority but also before the management. The Colliery Mazdoor Congress (HMP), Asansol having had never been a registered trade union could not have any authority under Section 36(1)(a) of the Industrial Disputes Act read with Rule 36 Form F to represent the workmen involved in the dispute at any stage of the proceedings under the (Industrial Disputes) Act i.e. the three stages—laying of the charter of demand before the management, laying of the charter of demand before the conciliatory authority and laying of the statement of case relating to the demand in issue referred to for adjudication by this tribunal. "In any proceeding under (the Industrial Dispute) Act" occurring in Section 36 means and includes those three stages of the proceeding. It is indisputable that the proceeding before the conciliatory authority is a proceeding under the Industrial Disputes Act so also the proceedings at the stage of laying of the charter of demand before the authority of the management in view of Section 18 subsection (1) of the Industrial Disputes Act since at that stage, if between the employer and the workmen a settlement by an agreement is arrived at, the parties to the agreement would be bound by such agreement and the proceeding in the making of the agreement would, therefore, be a proceeding under the Industrial Disputes Act within the meaning of that expression as in Section 36(1) of the Act. Viewed from this aspect, the Colliery Mazdoor Congress (HMP) committed fraud while purported to represent the workmen involved in the dispute at the three stages of the proceedings under the Industrial Disputes Act upon the Statutes. It posed itself as a registered trade union although it had never been a registered trade union. Posing itself to be a registered trade union it purported to act on behalf of the workmen at the three stages of the proceedings mentioned above. Fraud vitiates every

proceeding whether judicial, quasi-judicial or administrative. So when the charter of demand was laid, not by the workmen, but by the Colliery Mazdoor Congress (HMP), Asansol, before the management, the said organisation purporting to act as a registered trade union committed fraud upon the Statute and the same fraud was committed at the conciliation stage and before this tribunal in this proceeding. Upon the failure report that emanated from the conciliation proceeding vitiated by fraud of the Colliery Mazdoor Congress (HMP) the Central Government acquired no jurisdiction to refer the dispute as an industrial dispute under Section 2(k) of the Industrial Disputes Act for adjudication by this Tribunal. The charter of demand when laid before the management by the Colliery Mazdoor Congress (HMP) was tainted even at that stage by the fraud of that organisation upon the Statute since the management took it for granted that Colliery Mazdoor Congress (HMP) was as if a registered trade union although it had never been so. In the proceedings before the tribunal the Colliery Mazdoor Congress (HMP), Asansol, did not file any letter of authority as required in rule 36 Form F. Purporting to represent the workmen as if as of right, being a registered trade union, when in fact and in law it is not a registered trade union the said organisation filed statement of case on behalf of workmen. Here again the Colliery Mazdoor Congress (HMP) has committed fraud upon the Statute. Therefore, this tribunal has acquired no jurisdiction to entertain the dispute as an industrial dispute under Section 2(k) of the Act since the dispute has lost its legal character of an industrial dispute under Section 2(k) of the Industrial Disputes Act when an organisation purporting to represent the workmen at the three stages of the proceedings as a registered trade union committed fraud upon the Statutes at all such stages in the manner and to the extent I have already mentioned. Accordingly, this tribunal holds that the dispute, if any, did not acquire the character of an industrial dispute under Section 2(k) of the Industrial Disputes Act, and that this tribunal has no jurisdiction either to entertain or to adjudicate upon the dispute which is not an industrial dispute in the eye of law. Accordingly, the reference is rejected.

This is my award.

S. N. BAGCHI, Presiding Officer.

नई दिल्ली, 28 दिसम्बर, 1972

आवेश

का. आ. 240.—यतः भारतीय जीवन बीमा निगम से संबंधित नियोक्तों और उनके कर्मचारों के बीच एक औद्योगिक विवाद को राष्ट्रीय औद्योगिक अधिकरण, नई दिल्ली को न्याय निर्णयन के लिए निर्दिष्ट किया गया था और उसका अधिनियम, भारत के श्रम, रोजगार और पुनर्वास मंत्रालय की अधिसूचना सं. का. आ. 2539, तारीख 22 जुलाई, 1970 के साथ भारत के राजपत्र, असाधारण भाग 2, खण्ड 3, उपखण्ड (2), तारीख 22 जुलाई, 1970 में प्रकाशित हुआ था ;

और, यतः केन्द्रीय सरकार की राय में इससे उपबद्ध अनुसूची में विनिर्दिष्ट प्रश्न की बाबत उक्त अधिनियम के निर्वाचन के बारे में कीटनाइयां उद्भूत हुई हैं ;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 36 के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त प्रश्न को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण (सं.-2), मुम्बई को विनिर्देश के लिए एतद्वारा निर्दिष्ट करती है ।

अनुसूची

क्या भारतीय जीवन बीमा निगम और उनके कर्मचारों के बीच तारीख 20 जून, 1970 को हुए समझौते के ज्ञापन की मद सं. 2 के निबन्धनों के अनुसार राष्ट्रीय औद्योगिक अधिकरण नई दिल्ली

द्वारा महंगाई भत्ते के पुनरीक्षण के सम्बन्ध में दिया गया अधि-निर्णय, जो भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय की अधिसूचना सं. का. आ. 2530, तारीख 22 जुलाई, 1970 के साथ प्रकाशित हुआ था, तिमाही औसत के ऊपर प्रत्येक चार अंश बढ़ने या घटने के लिए या उस तिमाही औसत के ऊपर, जिसके संबंध में महंगाई-भत्ते में अन्तिम पुनरीक्षण अनुज्ञात किया गया था, प्रत्येक चार अंश बढ़ने या घटने के लिए होना चाहिए।

[फा. सं. एस. 17011/18/72-एल. आर. 1]

New Delhi, the 28th December, 1972

ORDER

S.O. 240.—Whereas an industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen was referred for adjudication to the National Industrial Tribunal, New Delhi and its award was published in Part II Section 3, Sub-section (ii) of Gazette of India Extraordinary dated the 22nd July, 1970 with the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 2530, dated the 22nd July, 1970;

And, whereas in the opinion of the Central Government difficulties have arisen as to the interpretation of the said award in respect of the question specified in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 36A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said question for decision to the Central Government Industrial Tribunal (No. 2), Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the award relating to revision of dearness allowance given by the National Industrial Tribunal, New Delhi, published with the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 2530 dated the 22nd July, 1970 in terms of item No. 2 of the memorandum of settlement dated the 20th June, 1970 arrived at between the Life Insurance Corporation of India and their workmen should be for every four point rise or fall over the quarterly average or rise or fall over the quarterly average in relation to which the last revision in dearness allowance was allowed?

[No. F. L. 17011/18/72-LRI]

नई दिल्ली, 30 दिसम्बर, 1972

आवेश

का. आ. 241—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री करतार सिंह की बुधपुरा सैंड स्टोन माईन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक आद्योगिक विवाद विद्यमान है,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक आद्योगिक अधिकारण गठित करती है, जिसके पीठासीन अधिकारी श्री उपदेश नारायण माथुर होंगे, जिनका मुख्यालय जयपुर होगा और उक्त विवाद को उक्त आद्योगिक अधिकारण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या श्री करतार सिंह, खान स्वामी की बुधपुरा सैंड स्टोन माईन, छवानी, कोटा में नियोजित कर्मकार की, लंबा वर्ष 1965-66, 1966-67, 1967-68, 1968-69, 1969-70 और 1970-71 के लिए अपने द्वारा उपार्जित मजदूरियों के 20 प्रतिशत की दर से बोनस के भुगतान की मांग न्यायोचित है? यदि नहीं, तो कर्मकार इनमें से प्रत्येक वर्ष के लिए बोनस की किस मात्रा के हकदार हैं?”

[सं. एल. 29011/68/72 एल. आर. 4]

एस. एस. सहस्रनामान, अवर सचिव

New Delhi, the 30th December, 1972

ORDER

S.O. 241.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Budhpura Sand Stone Mine owned by Shri Kartar Singh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, Therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Updesh Narain Mathur, as Presiding Officer with headquarters at Jaipur and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the demand of the workmen employed in the Budhpura Sand Stone Mine by Shri Kartar Singh Mine Owner, Chhawani, Kota for payment of bonus at the rate of 20 per cent of the wages earned by them for the accounting years 1965-66, 1966-67, 1967-68, 1968-69, 1969-70 and 1970-71 is justified? If not, to what quantum of bonus are the workmen entitled for each of these years?

[No. L-29011/68/72-LRIV.]

S. S. SAHASRANAMAN, Under Secy.

New Delhi, the 18th January, 1973

S.O. 242.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the Kundara Clay Mine of Kerala Ceramics Limited, Post Office Kundara, District Quilon, Kerala and their workmen, which was received by the Central Government on the 9th January, 1973.

[No. L-29012/33/71-LRIV]

S. S. SAHASRANAMAN, Under Secy.

BEFORE THIRU G. GOPINATH, B.A., B.L., PRESIDING
OFFICER, INDUSTRIAL TRIBUNAL, MADRAS

(Constituted by the Central Government)

Tuesday the 19th day of December, 1972

Industrial Dispute No. 36 of 1972

[In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Kerala Ceramics Ltd., Kundara].

BETWEEN

(1) Government Industries Staff Association, Kundara Post, Quilon District, Kerala State.

(2) Kundara Ceramics Staff Association, Kundara Post, Quilon District, Kerala State.

AND

The Kerala Ceramics Limited, Kundara Post, Quilon District, Kerala State.

REFERENCE

Order No. L. 29012(33)/71-LR-IV, dated 30-8-1972 of the Ministry of Labour and Rehabilitation, Department of Labour and Employment, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday the 28th day of November, 1972, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Sivadasan, Advocate for Union No. 1, Thiru M. M. Ibrahim, Secretary of Union No. 2 and of Thiru G. Sadasivan Nair, Advocate for the management and having stood over till this day for consideration, this Tribunal made the following:

AWARD

This is an industrial dispute between the management of the Kerala Ceramics Limited, Kundara and their workmen referred for adjudication by the Government of India on the following issue:—

"Whether the action of the management of Kundara Clay Mine of Kerala Ceramics Limited, Post Office, Kundara, District Quilon, Kerala in transferring Shri N. Sankaran Nair, Packing Foreman from Unit No. 3 to Unit No. 1 is justified? If not, to what relief is the workman entitled?"

(2) In the claim statement of the Government Industries Staff Association, Kundara (Union No. 1) the main averments are these:

Sri N. Sankaran Nair was appointed as a Refining Foreman in Unit No. 3 of the Kerala Ceramics Limited, Kundara. This unit comes under the Mines Act. Unit No. 1 of the Kerala Ceramics Limited is an institution coming under the Factories Act. As a result of his transfer from Unit No. 3 to Unit No. 1 he has lost the benefits enjoyed by him under the Mines Act. In Unit No. 3, he could get 28 days' sick leave at any time within two years. But in Unit No. 1 he can take only 14 days' sick leave in a year. In other words he can accumulate 2 years' sick leave in Unit No. 3, but he cannot do so in Unit No. 1. He was residing in a quarter within the premises of the mines. Unit No. 1 is 2 miles away from Unit No. 3. So he has to travel 2 miles to Unit No. 1. This is an additional burden enforced on him by the transfer. The transfer also affects the trade union activities of Sri N. Sankaran Nair who is the Secretary of the Govt. Industries Staff Association, Kundara. As a member of the Board of Directors he had criticised the activities of the Mines Manager. The transfer has been effected in order to take vengeance on him. The transfer was not necessary and is not justified.

(3) The main averments of the Kundara Ceramics Staff Association, Kundara (Unit No. 2) in its claim statement are as follows:

The Company operates in 2 units, namely Unit No. 1, where porcelain crockery is manufactured and Unit No. 3, where mining and refining of the china clay is done. Some of the staff members are provided with residential quarters in Unit No. 3. There are no such quarters for the staff in Unit No. 1. Markets and other facilities are situated near Unit No. 1. There have been transfers of the members of the staff from Unit No. 3 to Unit No. 1 and vice-versa. The management has the right to transfer the staff members from one unit to another. Due to the transfer of the staff members referred to in the claim statement, they are put to much inconvenience and financial loss and hence they are entitled to get the compensation as indicated in the statement.

(4) The management in its counter statement contends thus:

At the time of the appointment of Sri N. Sankaran Nair as Foreman in 1955, Unit No. 3 as such did not exist. The Kerala Ceramics Limited is a fully Government owned Company having three units or divisions under the direct management and control of the General Manager of the Company. The employees working in the various units are liable to be transferred from one unit to another and none can claim to belong solely to one unit. The benefits available in Unit No. 1 are in certain respects larger than in Unit No. 3. The long-term agreement entered into between the staff of the three units through their unions and the management dated 15-12-1969 makes no distinction between the various units and ensures the same benefits uniformly to the employees in the three units. Unit No. 2 was closed down on 13-8-1971. Unit No. 1 is attached to the Head Office of the Company and work there warranted an experienced foreman. The relations between Sri Sankaran Nair and the Mines Manager (who was his Superior Officer in Unit No. 3) were not at all cordial. Taking into consideration the above facts, the management found it expedient and desirable to shift Sri Sankaran Nair from Unit No. 3 to Unit No. 1. Accordingly by the order dated 17-9-1971 he was transferred as a packing foreman in Unit No. 1. The transfer was not actuated by any ulterior motive. It is true that under the long-term agreement, employees not covered by the E.S.I. are allowed to accumulate sick leave up to 28 days, but this does not work out to any higher benefits since E.S.I. covered employees get more benefits than those not so covered. The complaint made by Sri Sankaran Nair that the transfer is prejudicial to him is denied.

(5) In its rejoinder statement, Union No. 1, while repudiating the contentions of the management, alleges that Sri Sankaran Nair's transfer involves a change on condition of service, that no notice was given to him as provided under Section 9A of the Industrial Disputes Act, that the transfer has affected his prospects that it has imposed unaccustomed and onerous duty on the workman, that he is a protected workman and that his transfer during the pendency of Labour conciliation proceedings before the District Labour Officer without his permission is hit by the mischief of Section 33 of the Act.

(6) The question involved in this reference is whether the transfer of Sri N. Sankaran Nair, who was working as a packing foreman in Unit No. 3 of the Kerala Ceramics Limited, Kundara to the packing section in Unit No. 1. The Kerala Ceramics Limited, a fully Government owned company had three units of which Unit No. 2 was closed down in July, 1971. Sri Sankaran Nair (examined as W.W. 1) was appointed in 1955 in the work establishment of the concern, long prior to its incorporation as a company. He was appointed as a Refining Foreman in the vacancy caused by the transfer of one Thiru C. P. Velu Pillai. This part of the establishment where W.W. 1 was posted, later became Unit No. 3. The section to which Velu Pillai was transferred became Unit No. 2. Ex. M-1 is the order by which W.W. 1 was first appointed as Refining Foreman. W.W. 1 was a Refining Foreman till 1968. Then he was transferred as the press and Drying section Foreman. Later he was transferred to the despatch and packing section in the mines. It was by the order dated 17-9-1971 (Ex. M-5), now impugned, that he was transferred to Unit No. 1.

(7) All the three units are admittedly a part of Kerala Ceramics Limited. The Factories Act applies to Unit No. 1 which is engaged in the production of porcelain wares and the Mines Act applies to Unit No. 3 which is engaged in mining and refining China clay. The distance between units 1 and 3 is 2 Kilometers. The transfer of an employee is a management function and ordinarily an employer has the right to transfer his workmen from one operational establishment to another. In other words, employers have the right to make departmental transfers of their employees. Ex. M-8 is a memorandum of settlement dated 1-10-1965 between the management and the workmen of this Company which recognizes the right of the management to effect transfers. In fact Ex. M-1 would also show that W.W. 1 was posted in the vacancy caused by the transfer of Velu Pillai. In the claim statement filed by Union No. 2, the Kundara Ceramics Staff Association, Kundara, the names of 12 workmen who have been transferred from one unit to the other have been mentioned and it concedes the management's right to transfer the staff members from one unit to another. Thus the management's right to transfer an employee from one unit to the other can hardly be denied.

(8) The transfer of W.W. 1 from Unit No. 3 to Unit No. 1 has been impugned on various grounds :

It is contended that the transfer has changed the conditions of service applicable to W.W. 1 in respect of certain matters specified in the 4th Schedule of the Industrial Disputes Act and that as the transfer was effected without giving any notice as contemplated under section 9A of the Industrial Disputes Act, his transfer is illegal. It is then contended that the prospects of promotion of W.W. 1 in unit No. 3 stand lost because of this transfer. It is again urged that as the transfer was effected during the course of conciliation proceedings before the District Labour Officer, without his permission it is bad, and he being a protected workman, his transfer, during the pendency of the conciliation proceedings, comes within the mischief of Section 33 of the Industrial Disputes Act. It is further alleged that the transfer imposes unaccustomed and onerous duty on W.W. 1, that it also affects his trade union activities prejudicially, and that it has occasioned him loss in monetary benefit. The order of transfer is also challenged as *mala fide*, being a colourable exercise of the management's power and that it has been effected by way of punishment. I will deal with these objections, *seriatim*.

(9) The contention based on the violation of Section 9A of the Industrial Disputes Act is that as the conditions of service applicable to W.W. 1 have been changed with regard to clauses (2), (5), (8), and (11) of Schedule 4 of the Industrial Disputes Act without giving W.W. 1 any notice as prescribed under section 9A, the transfer is invalid. Clause (a) of Section 9A provides for notice to be given to the workman who is likely to be affected by the proposed change in the conditions of service. Hence, the requirement of a notice will arise only if the workman concerned is likely to be affected by the proposed change. In *Tamilnadu Electricity Workers' Federation and another Vs. Madras State Electricity Board*¹, it has been held that the whole object of Section 9A is apparently to prevent any unilateral action on the part of the employer changing the conditions of service to the prejudice of the workmen. Therefore, only if the change in conditions of service is likely to be prejudicial to the workmen in a notice under section 9A necessary and not otherwise. Clause (2) of Schedule 4 relates to contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force. After the transfer of W.W. 1 to Unit No. 1, the employer has been contribution to the E.S.I. fund. There was no contribution at all made by the employer, so far as W.W. 1 is concerned before his transfer to Unit No. 1. Therefore there cannot be any change under clause (2). It should also not be forgotten that such a contribution is ultimately for the benefit of W.W. 1. Clause (5) relates to leave with wages and holidays. This appears to be the main grievance of W.W. 1. According to him, under the Mines Act, he was entitled to accumulate 28 days sick leave during a period of 2 years, which benefit has been deprived in Unit No. 1 where he is entitled to sick leave for a period of 14 days in a year without accumulation for 2 years. This change is also sought to be brought within the ambit of clause (8) as a withdrawal of any customary concession or privilege

or change in usage. Strictly speaking there is no change so far as clause (5) is concerned. No sick leave is provided either under the Mines Act or under the Factories Act. They only provide for leave with wages and holidays. The relevant provisions are Section 52 of the Mines Act and Section 79 of the Factories Act. The leave with wages under these Acts available to the employee is not affected by the transfer. There is authority for the position that the transfer of a worker from one establishment of the employer to another which is governed by a different enactment does not constitute an alteration in the conditions of his service. Unit No. 1 as a factory must conform to the rules and regulations sanctioned by the Factories Act and an employee cannot raise any legitimate object against such working on the ground that it constitutes an alteration of his conditions of service. (*Vide Central Cotton Mills Ltd. Vs. Their Workmen*)².

(10) As already stated, neither the Mines Act, nor the Factories Act provide for any sick leave. The sick leave in all the units of this Company is provided under Ex. M-4 for all the workmen alike. As per clause 16 of Ex. M-4, those who are not covered by the E.S.I. are allowed to accumulate sick leave for 28 days. Since Unit No. 3 is not covered by the E.S.I. Act, the workmen in that unit are allowed to accumulate 28 days sick leave. This cannot be taken as a higher benefits available to the workmen in Unit No. 3. It has to be remembered that the E.S.I. benefits are not available to Unit No. 3 as it is governed by the Mines Act. Those coming under the E.S.I. Act get 56 days leave with pay, expenses for treatment for family and pension to dependents. Thus over and above the 14 days sick leave under Ex. M-4, those covered by the E.S.I. Act would get cash benefits during treatment not only for the concerned workmen, but also for the family members. These benefits are not available to the workmen in Unit No. 3. That is why they are given 28 days sick leave. They are not given any medical benefit, which E.S.I. Act provides. Thus it is seen that the medical benefits provided by the E.S.I. Act are far in excess of the sick leave which is given to the workmen governed by the Mines Act. I, therefore, fail to see how the provision for sick leave benefit under the E.S.I. Act is prejudicial to W.W. 1. It is also incorrect to say that the 28 days sick leave is a concession or privilege to the workmen in Unit No. 3. There is no such plea in the claim statement and I am unable to see that the transfer of W.W. 1 to Unit No. 1, involves any withdrawal of any customary concession or privilege. As regards clause (11) which speaks of any increase or reduction in the number of persons employed or to be employed in any occupation or process or department or shift, not occasioned by circumstances over which the employer has no control, I am totally unable to see how the transfer of W.W. 1 is prejudicial to him in this regard. Regarding Clause (11), one fails to see how it is applicable at all in this case. What is contended on behalf of the union is that the post of packing foreman was created in unit No. 1 and W.W. 1 was transferred to that post. There is no ban on the management from creating new posts. Ex. M-4 only gives the categories and does not limit the management's undoubted right to create fresh posts. From the mere fact that the management has created a fresh post of packing foreman, and that W.W. 1 was transferred to that post, it cannot be argued that the act of creating an additional post is prejudicial to W.W. 1. M.W. 1 (the General Manager of Kerala Ceramics Limited) has denied the suggestion that this is a redundant post. On the other hand, he has stated that it was on the request of the Commercial Manager for the appointment of a Packing Foreman in unit No. 1 that this post was created and W.W. 1 posted to it. I, therefore, hold that Section 9A of the Industrial Disputes Act does not apply to the case of this transfer and hence the transfer cannot be held invalid, because the Company did not follow the requirements of this Section before making the transfer.

(11) As regards the argument that the prospects of promotion of W.W. 1 are affected by this transfer, I see no substance in it. There is no doubt a possibility of the expansion of Unit No. 3 with Japanese collaboration and along with this expansion despatches of China clay will also be enhanced. W.W. 1 has stated that he is the senior most Foreman in the mines and in case of a promotion in unit No. 3 he would be the first to be considered for it. This is certainly not true. M.W. 1 has stated that M/s. Koshi and Bhargavan Nair are senior to W.W. 1 in Unit No. 3. They

were appointed as foreman in what became later Unit No. 3 on 24-5-1948. He was testifying with the service records of these individuals. In March 1970 foreman Koshi was authorised to perform the duties of the Mines Manager in the latter's absence. W.W. 1 does not possess the qualifications for a foreman in the mines as laid down in Regulation 37 of the Metaliferous Mines Regulation 1961. Hence W.W. 1 cannot aspire to any further promotion in Unit No. 3.

(12) The transfer is next impugned for the reason that it has been effected during the course of conciliation proceedings before the District Labour Officer without his permission. W.W. 1 has not stated when the conciliation proceedings were and with regard to what matters. There is nothing in the claim statement questioning the transfer on this count. According to M.W. 1, Conciliation proceedings takes place unit-wise. The District Labour Officer has nothing to do with Unit No.1 which is governed by the Mines Act. It is therefore obvious that the conciliation proceedings referred to by W.W. 1 related to the other units. M.W. 1's evidence also suggests it. With regard to the contention that W.W. 1 is a protected workman, it is only in Ex. M-10 dated 6-11-1972 that it is stated for the first time that W.W. 1 is a protected workman. There is no previous letter sent by the Union to the Management, that is, before the date of the transfer to say that W.W. 1 is a protected workman. Therefore, there is no substance in the contention that W.W. 1's transfer during conciliation proceedings is hit by Section 33 of the Industrial Disputes Act. There is a equally no merit in the argument that the transfer has imposed unaccustomed and onerous duty on W.W. 1. Except for merely averring that the new job has imposed on him unaccustomed and onerous duty W.W. 1 does not say what they are. It is also significant that there is no such allegation in the claim statement.

(13) As regards the union's allegation that the transfer has affected the trade union activities of W.W. 1, it is not at all clear as to how it has. Obviously he is not expected to indulge in trade union activities during office hours. In fact, he admits that except when he has to negotiate with the management during working hours, the union activities are during leisure time. Therefore, there is no foundation in the allegation that his trade union activities have been affected. At any rate, that will not be a sufficient ground to assail the order of transfer. The financial loss complained by W.W. 1 is that he has to incur bus fare as incidental expenses in attending office every day. He is provided with quarters in Unit No. 3 which is about 2 kilometers from his work spot. If he chooses to come by bus to his office from his residential quarters, he cannot make it a ground of complaint against his transfer. It is seen from the claim statement of Union No. 2 that as far as markets, stores and hotels are concerned, these facilities are nearer to unit No. 1 than Unit No. 3. So, it cannot be said that the transfer has involved such a financial loss to W.W. 1 as to hold that it is prejudicial.

(14) It is admitted by M.W. 1 that there were complaints against W.W. 1 from the Mines Manager (Exs. M-12 to M-14) and that this was also one of the reasons for the transfer. M.W. 1 was asked in cross-examination whether any charge was framed and whether there was any enquiry conducted against W.W. 1 on these complaints and findings arrived at. M.W. 1 denied that there was any charge framed or any domestic enquiry held against W.W. 1. It was suggested by the learned counsel for the union that this transfer was by way of punishment of W.W. 1 and hence the order of transfer was a colourable exercise of the management's right. M.W. 1 has denied that this was a punishment transfer. Exs. M-12 to M-14 are complaints sent by the Mines Manager to the General Manager about the conduct of W.W. 1. Apparently no disciplinary action was taken thereon by M.W. 1. The question of charge sheet would have been material only if the management had decided to discharge or dismiss or inflict any other punishment upon W.W. 1. It was the duty of the General Manager to see that the work of the Company was not affected by the want of cordiality between the Mines Manager and W.W. 1. Obviously the Mines Manager could not be transferred. Unit No. 2 was closed down by 13-8-1971, as a result of which, four foreman employed there had to be provided for, elsewhere. At about this time, there was also the necessity to have a Packing Foreman in Unit No. 1. This matter was discussed by M.W. 1 with the Commercial Manager, even before the order of transfer was issued, though Ex. M-11 is subsequent to the order of transfer. M.W. 1 has 36 G. of I-8.

made it clear that there was a previous discussion between him and the Commercial Manager about the necessity for a Packing Foreman in unit No. 1. It was taking all these factors into consideration that the transfer was effected. This appears to be a *bona fide* order of transfer in the usual course of business. Standard Vacuum Employees' Union Vs. Standard Vacuum Oil Company, Calcutta³, is authority for the position that a *bona fide* transfer of an employee from one place of business of the employer to another is not a punishment and that the management has ample power to make decisions regarding the transfer of the company's personnel in the normal course of business.

(15) The last ground on which the transfer is impugned is that it is by way of victimisation of W.W. 1 and hence *mala fide* in view of the allegations made by him as a Director to the Board against the Mines Manager. The fact that W.W. 1 had made certain allegations to the Board against the Mines Manager is admitted. W.W. 1 alleges that the transfer was to wreak vengeance on him, as the Management was displeased with his criticism of the Mines Manager. This has been denied categorically by the management. There is absolutely no material placed before me to show that the order of transfer was as a result of the allegations made by W.W. 1 as a Director against the Mines Manager. A finding as to *mala fides* or victimisation can be drawn only where evidence has been led to justify it. It cannot be made in a casual manner. There is no evidence here to justify an inference that the conduct of the management in transferring W.W. 1 to Unit No. 1 was *mala fide* of with some ulterior motive.

(16) As one of the grounds urged against the validity of the transfer is made out, I hold that the transfer of W.W. 1 from Unit No. 3 to Unit No. 1 is justified. Consequently no relief is admissible to him.

(17) An award is passed accordingly.

Dated, this the 19th day of December, 1972.

G. GOPINATH,
Presiding Officer.

WITNESSES EXAMINED

For workmen:

W.W. 1—Thiru N. Sankaran Nair.

For management

M.W. 1—Thiru T. C. Kunjan Pillai, General Manager.

DOCUMENTS MARKED

For workmen:

Ex. W-1/17-9-71—Government's (of Kerala) order G.O. Ms/349/71/ID, dated 17-9-1971) appointing W.W. 1 and 2 others as Directors in the Board of Directors of the Kerala Ceramics Ltd., (Copy).

Ex. W-2/4-1-72—Office order regarding enquiry into the allegation against the defective construction of the clay storing Tank constructed for the pilot plant. (copy).

Ex. W-3/18-2-72—Note of the General Manager of the Company to the Mines Manager about the comments in the L Form for January, 1972 sent to the Central Government (copy).

Ex. W-4/26-12-67—Memo from the Chairman of the Company to the Mines Manager administering warning (copy).

Ex. W-5/26-12-67—Letter from the Director of Industries & Commerce and Chairman of the company to the Management requesting to send the periodical reports to Government about the conduct of Thiru Majeed (copy).

For management:

Ex. M-1/29-11-55—Proceedings of the Government of Travancore-Cochin according sanction to post Thiru N. Sankaran Nair (W.W. 1) as Refining Foreman (copy).

Ex.M-2—Memorandum of association and Articles of Association of the Company (printed).

- Ex. M-3—Minutes of the Sub-committee of the Board of Directors held on 30-5-1972 (copy).
- Ex. M-4/15-12-69—Agreement between the Management and their staff (printed).
- Ex. M-5/17-9-71—Office order transferring W.W. 1 to Packing Section in Unit No. 1 (copy).
- Ex. M-6/21/22-12-71—Office order stating that W.W. 1 will work under the Commercial Manager (copy).
- Ex. M-7/18-9-72—Letter from Union No. 1 to the Management demanding the transfer of Lorry Cleaner from Unit No. 1 to Unit No. 3 (copy).
- Ex. M-8/1-10-65—Memorandum of settlement between parties (copy).
- Ex. M-9/4-9-71—Letter from Union No. 1 to the Management informing the elected office bearers of the union (copy).
- Ex. M-10/6-11-72—Letter from Union No. 1 to the Management informing that all the members of the Kerala Ceramic Staff Union will be the members of Union No. 1 (copy).
- Ex. M-11/16-12-71—Note of the Commercial Manager to the General Manager suggesting to entrust the control of vehicle movement with W.W. 1 (copy).
- Ex. M-12/25-2-69—Memo issued to W.W. 1 calling for explanation for using obscene words against Thiruvallargal T.A. Majeed, Mines Manager and M. P. Parameswaran Nair, Technical Assistant (copy).
- Ex. M-13/5-8-69—Note of the Mines Manager to W.W. 1 requesting to return the materials connected with the Filter Press and hose pipe and sieve (copy).
- Ex. M-14/18-2-69—Memo issued to W.W. 1 by the Mines Manager directing to hand over the register and goods Transfer notes of the drying and powdering sections to T.A. Mines (copy).
- Ex. M-15—Balance sheet and profit and loss Accounts for the year ended 31-3-1971 (Printed).

INDUSTRIAL TRIBUNAL.

Note: The parties are directed to take return of their document/s within six months from the date of the award.

New Delhi, the 19th January, 1973

S.O. 243.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal (Central), Hyderabad in the industrial dispute between the employer in relation to the Hindustan Ideal Insurance Company Limited, Andhra Bank Buildings, Sultan Bazar, Hyderabad and their workmen, which was received by the Central Government on the 2nd January, 1973.

[F. No. L. 17011(5)/72-LR.I]

S. S. SAHASRANAMAN, Under Secy.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Present:

Sri P. S. Ananth. B. Sc., B. L., Industrial Tribunal, Hyderabad.

Industrial Dispute No. 31 of 1972

Between

Workmen of Hindustan Ideal Insurance Co. Ltd.,
Andhra Bank Buildings, Sultan Bazar, Hyderabad.

AND

The Management, Hindustan Ideal Insurance Company
Limited, Andhra Bank Buildings, Sultan Bazar,
Hyderabad.

APPEARANCES:

Sri Y. Satyanarayana, President, The Hindustan Ideal Insurance Company Employees' Union, Hyderabad, for Workmen.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment) by its Order F. No. L. 17011/5/72.LR.I. dated 14th November, 1972, referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely,

"Whether the management of the Hindustan Ideal Insurance Co. Ltd., Hyderabad is justified in refusing to grant one increment in the grade of Assistants on the respective dates of confirmation and subsequent increments to S/Shri P. N. Pimpelnerkar, C. Narayana Prasad, G. Chowdaraiah and M. Alimuddin? If not to what relief are they or any of them entitled?"

This reference was taken on file as Industrial Dispute No. 31 of 1972 and notices were issued to the parties. For the purpose of convenience the claimants who are working as Assistants in Hindustan Ideal Insurance Company Limited, Hyderabad, are referred to as the petitioners and the Hindustan Ideal Insurance Company Limited, Hyderabad is referred to as the respondent in the course of this award.

2. The dispute raised is whether the respondent is justified in refusing to grant one increment in the grade of Assistants on the respective dates of confirmation and subsequent increments is justified. When notices were issued to the parties the President of Hindustan Ideal Insurance Company Employees Union, who is representing the petitioners, appeared on 27th December, 1972 and filed a memo stating that the Government had since considered their request and sanctioned the 1970 increments and that consequently the Custodian has distributed the amount to the eligible members of the staff and that since the dispute had been settled amicably and as there is no dispute now pending the matter may be treated as closed.

3. The dispute raised in this case is that the claimants should be paid one increment in the grade of the Assistants on the respective dates of confirmation and subsequent increments and now it is represented that subsequent to the reference the Government of India had considered the request of the claimants and sanctioned the increments and that the increments also had been paid. So there is nothing further that remains to be done in this case and so as per the request of the petitioners the dispute is treated as closed.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 28th day of December, 1972.

P. S. ANANCHI, Presiding Officer.

APPENDIX OF EVIDENCE
NIL.

नई दिल्ली, 19 जनवरी, 1973

प्रादेश

क्रा० प्रा० 244—यतः इससे उपाबद्ध अनुसूची में विनिर्दिष्ट मामले श्री एस० एच० जे० नकवी, पीठासीन अधिकारी, श्रम न्यायालय, कानपुर के समक्ष लम्बित हैं;

और यतः पक्षकारों की सुविधा के लिए, उपाबद्ध अनुसूची में विनिर्दिष्ट मामले और बिलम्ब किए बिना निपटाए जाने चाहिए :

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, उक्त मामलों के सम्बन्ध में कार्यवाहियों को श्री एस० एच० जे० नकवी, पीठासीन अधिकारी, श्रम न्यायालय, कानपुर से एतद्द्वारा वापस लेती है और उन्हें उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार श्रम न्यायालय, जबलपुर, को अन्तर्गत करती है और निवेश देती है कि उक्त न्यायालय उक्त कार्यवाहियों में उसी प्रक्रम से, जिस पर वे उसे अन्तर्गत की गई हैं, अप्रसर होगा और उन्हें विधि के अनुसार निपटाएगा।

अनुसूची

क्रम सं०	मामला सं०	पक्षकारों का नाम
1	2	3
1.	43/71	जीवन लाल मेहरोत्रा, द्वारा यू० पी० बैंक कर्मचारी परिसंघ 26/4, बिरहाना रोड, कानपुर बनाम मिसर्स दि एजेंट, बैंक आफ बड़ोदा, बिरहाना रोड, कानपुर
2.	63/71	मिसर्स काममीरी लाल शर्मा, मुख्य लिपिक, 86 सुभाषपुरी कंकरखेरा, मेरठ छावनी, बनाम मिसर्स यूनियन बैंक आफ इंडिया, मार्फत कमाण्डेंट स्टे०/प्र० धार्मी बेस वर्कशॉप, मेरठ छावनी, यू० पी०
3.	1/72	श्री कैलाश नाथ कपूर द्वारा यू० पी० बैंक कर्मचारी परिसंघ, 578, मालवीय नगर, इलाहाबाद बनाम मिसर्स प्रबन्धक, इलाहाबाद बैंक, कटरा, इलाहाबाद।
4.	2/72	श्री गोपालजी टण्डन द्वारा यू० पी० बैंक कर्मचारी परिसंघ 578, मालवीय नगर, इलाहाबाद बनाम मिसर्स प्रबन्धक, इलाहाबाद बैंक, कटरा, इलाहाबाद।
5.	4/72	श्री नाथू राम और 17 अन्य द्वारा उपमहासचिव, भारतीय स्टेट बैंक कर्मचारिबन्ध संगम एल० एच० प्रो०, कानपुर बनाम मिसर्स सचिव और कोषाध्यक्ष, भारतीय स्टेट बैंक, कानपुर, एल० एच० प्रो०।
6.	5/72	श्री अजय कुमार कपूर द्वारा यू० पी० बैंक कर्मचारी परिसंघ, 578 मालवीय नगर, इलाहाबाद बनाम मिसर्स प्रबन्धक इलाहाबाद बैंक सिटी कार्यालय इलाहाबाद।
7.	29/72	श्री एम० एम० नागर, टेलेक्स प्रचालक टंकक एवं लिपिक, देना बैंक, हज़रतगंज शाखा, लखनऊ बनाम मिसर्स (1) प्रबन्धक, बीना बैंक हज़रतगंज, लखनऊ और (2) कार्मिक प्रबन्धक, बीना बैंक, मुख्य कार्यालय, मुम्बई।
8.	31/72	श्री राम प्रसाद पुत्र कैसारी, मार्फत संघ यू० पी० यू० सी० (यू० पी० शाखा), 119/75 बरौनपुरबा, कानपुर बनाम जिला सिग्नल दूरसंचार-इंजीनियर, रेलवे विद्युतीकरण (सी० एस० एस०), उत्तरी रेलवे, कानपुर।

1

2

3

9. 37/72 श्री श्याम नाथ मेहरोत्रा, मुख्य रोकड़िया, इलाहाबाद बैंक, शाहजहानपुर, यू० पी० बनाम मिसर्स महा प्रबन्धक, इलाहाबाद बैंक, मुख्य कार्यालय, 14 इण्डिया एक्सचेंज प्लेस, कलकत्ता।

[फा० सं० एस० 11025/18/72-एल० प्रार०]

एस० एस० सहस्रान्तन,
प्रवर सचिव

New Delhi, the 19th January, 1973.

ORDER

S.O 244.—Whereas the cases specified in the Schedule hereto annexed are pending before Shri S.H.J. Naqvi, Presiding Officer, Labour Court, Kanpur;

And whereas for the convenience of the parties, the cases specified in the Schedule annexed should be disposed of without further delay;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said cases from Shri S.H.J. Naqvi, Presiding Officer, Labour Court, Kanpur and transfers the same to the Central Government Labour Court, Jabalpur, constituted under section 7A of the said Act, and directs that the said Court shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl.No.	Case No.	Name of the parties
1	2	3
1.	43/71	Jiwan Lal Mehrotra C/o U.P. Bank Employees Federation 26/4 Birhana Road, Kanpur Versus M/s. The Agent, Bank of Baroda, Birhana Road, Kanpur.
2.	63/71	M/s. Kashmirilal Sharma, Head Clerk, 86 Subhaspur, Kanker-Khera, Meerut Cantt. Versus M/s. Union of India, through the Commandant S/O Army Base Workshop, Meerut Cantt. U.P.
3.	1/72	Shri Kailash Nath Kapoor C/o U.P. Bank Employees Federation 578, Malviyanagar, Allahabad Versus M/s. Manager, Allahabad Bank, Katra, Allahabad.
4.	2/72	Shri Gopalji Tandon C/o U.P. Bank Employees Federation 578, Malviya Nagar, Allahabad, Versus M/s. Manager, Allahabad Bank, Katra, Allahabad.
5.	4/72	Shri Nathu Ram & 17 others C/o Deputy General Secretary, State Bank of India Staff Association, L.H.O. Kanpur. Versus M/s. The Secretary & Treasurer, State Bank of India, Kanpur L.H.O.
6.	5/72	Shri Ajai Kumar Kapoor C/o U.P. Bank Employees Federation, 578 Malviya Nagar, Allahabad Versus M/s. The Manager, Allahabad Bank City Office, Allahabad.

1	2	3
7. 29/72	Shri M.M. Nagar, Telex Operator Typist-cum-Clerk of Dena Bank of Hazratganj Branch Lucknow, Versus M/s. (i) Manager, Dena Bank, Hazratganj Lucknow and (ii) Personnel Manager, Dena Bank, Head Office, Bombay.	
8. 31/72	Shri Ram Prasad S/o Kesai, through Union U.P., U.C. (U.P. Branch) 119/75 Darshanpurwa, Kanpur Versus District Signal Tele-com-Engineer, Railway Electrification, (C.L.S.) Northern Railway Kanpur.	
9. 37/72	Shri Shyam Nath Mehrotra, Head Cashier, Allahabad Bank, Shahjahanpur, U.P. Versus M/s. The General Manager, Allahabad Bank Head Office, 14 India Exchange Place, Calcutta.	

[No. S. 11025/18/72-LR. I]

S.S. SAHASRANAMAN, Under Secy.

नई दिल्ली, 18 जनवरी, 1973

का. आ. 245—संवैधानिक (विनियमन और उत्सादन) केंद्रीय नियम, 1971 के नियम 3 के साथ पठित संवैधानिक (विनियमन और उत्सादन) अधिनियम, 1970 (1970 का 37) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, भारत सरकार के श्रम और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. का. आ. 8207, तारीख 30 अक्टूबर, 1971 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्या 1 के सामने, "श्री एन. पी. दुबे, संयुक्त सचिव" शब्दों और अक्षरों के स्थान पर "श्री एन. पी. दुबे, अपर सचिव" शब्द और अक्षर रखे जाएंगे।

[सं. 11/12/70-एल. इन्फ्यू. आई. 1 संविष]

लालफक जुआला, अवर सचिव

New Delhi, the 18th January, 1973

S.O. 245.— In exercise of the powers conferred by section 3 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), read with rule 3 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S. O. 5207, dated the 30th October, 1971, namely:—

In the said notification, against serial No. 1, for the words and letters "Shri N. P. Dube, Joint Secretary", the words and letters "Shri N. P. Dube, Additional Secretary" shall be substituted.

[No. 11/12/70-I.W.I./Cont.]

LALFAK ZUALA, Under Secy.

नई दिल्ली, 19 जनवरी, 1973

आदेश

का. आ. 246.—यतः केंद्रीय सरकार की राय है कि इससे उपा-बद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में कंस्ट्रिक्शन कन्स-ट्रक्शन (प्राइवेट) लिमिटेड, विशाखापत्तनम के प्रबन्ध से सम्बन्ध-नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद-विद्यमान है,

और यतः केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्विवाद करना वांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीनी अधिकारी श्री पी. एस. अनन्त होंगे जिनका मुख्यालय हैदराबाद होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्विवाद करती है।

अनुसूची

यथा कंस्ट्रिक्शन कन्सट्रक्शन कर्मचारी संघ, विशाखापत्तनम की निम्नलिखित मामलों की बाबत मांगे न्यायनिर्णयन हैं? यदि हाँ, तो कर्मकार किस अनुसूची के हकदार हैं?

1. समान कार्य के लिए समान वेतन के आधार पर मजदूरी का सुव्यवस्थीकरण;
2. कर्मचारों का प्रवर्गों में वर्गीकरण, और
3. गृह किराया भत्ता।

[सं. एल-34011/8/72-पी एंड डी]

New Delhi, the 19th January, 1973

ORDER

S.O. 246.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Continental Construction (Private) Limited, Visakhapatnam and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal of which Shri P. S. Ananth shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the demands of the Continental Construction Employees Union, Visakhapatnam, in respect of the following matters are justified? If so, to what relief are the workmen entitled?

1. Rationalisation of wages on the basis of equal pay for equal work;
2. Classification of workers into categories; and
3. House Rent Allowance.

[No. L.34011/8/72-P&D]

का. आ. 247.—यतः कलकत्ता लाइसेन्स मेजरर्स, कलकत्ता के प्रबन्धन-तंत्र से सम्बन्धित नियोजकों और उन के कर्मकारों के बीच, जिनका प्रतिनिधित्व कलकत्ता पत्तन श्रमिक यूनियन करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः, उक्त नियोजक और उक्त यूनियन ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उप-धारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद के उसमें वर्णित व्यक्ति के माध्यस्थता के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी गई है और वह उक्त धारा की उपधारा (3) के उपबन्ध के अधीन भारत सरकार, श्रम और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) के आदेश संख्या एल-32013/4/72-पी. एण्ड डी (1), दिनांक 19 जनवरी, 1973 द्वारा भारत के राजपत्र के दिनांक 27 जनवरी, 1973 के भाग 2, खण्ड 3, उप-खण्ड (2) में प्रकाशित हुआ है ।

और यतः केन्द्रीय सरकार का समाधान हो गया है कि उक्त निर्देशित करने वाले व्यक्ति पक्ष के बहुमत का प्रतिनिधित्व करते हैं ;

अतः, अब, औद्योगिक विवाद (केन्द्रीय नियमावली), 1957 के नियम 8-क के साथ पढ़ी जाने वाली उक्त धारा की उप-धारा (3क) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार एतद्वारा उन नियोजकों और कर्मकारों की सूचना के लिए, जो उक्त माध्यस्थता करार में पक्षकार नहीं हैं, परन्तु जो उक्त विवाद से सम्बन्धित हैं, अधिसूचित करती हैं कि उक्त निर्देशित करने वाले व्यक्ति प्रत्येक पक्ष के बहुमत का प्रतिनिधित्व करते हैं ।

[संख्या एल-32013/4/72-पी. एण्ड डी(2)]

S.O. 247.—Whereas an industrial dispute exists between the employers in relation to the management of Calcutta Licensed Measures, Calcutta and their workmen represented by the Calcutta Port Sramik Union;

And, whereas, the said employer and said union have, by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government and the same has been published, under the provisions of sub-section (3) of the said section with the order of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. L-32013/4/72-P&D (i), dated 19th January, 1973, published in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 27th January, 1973;

And whereas, the Central Government is satisfied that the persons making the said reference represent the majority of the party;

Now, therefore, in pursuance of the provisions of sub-section (3A) of the said section, read with rule 8A of the Industrial Disputes (Central Rules), 1957, the Central Government hereby notifies for the information of the employers and workmen who are not parties to the said arbitration agreement but who are concerned with the said dispute, that the person making the said reference represented the majority of each party.

[No. L-32013/4/72-P&D (ii)]

प्रावेश

का० आ० 248.—यतः कलकत्ता लाइसेन्स मेजरर्स कलकत्ता से सम्बन्धित नियोजकों और उनके कर्मकारों, जिनका प्रतिनिधित्व कलकत्ता पोर्ट श्रमिक यूनियन करती है, के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10-क की धारा (1)

के अधीन लिखित करार द्वारा उक्त विवाद को माध्यस्थता के लिए निर्देशित करने का करार लिया है और उक्त माध्यस्थता करार की एक प्रति उक्त अधिनियम की धारा 10-क की उपधारा (3) के अधीन केन्द्रीय सरकार को भेजी है ;

अतः, अब उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को जो उसे 4 जनवरी को मिला था, एतद्वारा प्रकाशित करती है ।

औद्योगिक विवाद अधिनियम 1947 की धारा 10-क के अधीन करार

पक्षकारों का नाम	तथा
नियोजकों का प्रतिनिधित्व करने वाले	1. श्री एस० के बोस० अधीक्षक कलकत्ता लाइसेन्स मेजरर्स कलकत्ता । 2. श्री ए० के० सिन्हा, एम सलाहकार बंगाल चैम्बर आफ कामर्स एण्ड इन्डस्ट्री कलकत्ता ।
कर्मकारों का प्रतिनिधित्व करने वाले	1. श्री माखन शर्मा महा सचिव कलकत्ता पोर्ट श्रमिक यूनियन, कलकत्ता । 2. श्री समर बिस्वास संगठक कलकत्ता पोर्ट श्रमिक यूनियन कलकत्ता ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री धार०जे०टी०डी० पैल्सो मुख्य श्रमिक प्रायुक्त (केन्द्रीय) नहीं दिल्ली के माध्यमस्थता के लिए निर्देशित करने का करार किया है ।

- (i) विनिर्दिष्ट विवादग्रस्त विषयः तारीख 26 मई 1971 के समझौते की मद 5(1) को देखते हुए तथा तारीख 24 मई 1972 के समझौते की मद सं० 2 और 3 को देखते हुए तारीख 30 अगस्त 1970 के त्रिपक्षीय समझौते के अधीन और तारीख 24 मई 1972 के समझौते की मद 2 के अधीन की गई तथ्य प्रदायनियां और अन्य सभी बातों और परिस्थितियों को ध्यान में रखकर बकाया रकम की गणना किस प्रकार की जाय ।
- (ii) विवाद के पक्षकारों का विवरण जिसमें प्रस्तुत स्थान या उपक्रम का नाम और पता भी सम्मिलित है
- (iii) कर्मकार का नाम यदि वह स्वयं विवाद में प्रस्तुत है या
- (iv) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या
- (v) विवाद द्वारा प्रभावित या संभावितः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या :

कलकत्ता लाइसेन्स मेजरर्स पी-78
गार्डन रीज रोड कलकत्ता-13
कलकत्ता से संबंधित नियोजक और
कलकत्ता पोर्ट श्रमिक यूनियन 26
डा० सुधीर बसु रोड कलकत्ता-23
द्वारा प्रतिनिधित्व प्राप्त उनके कर्मकार ।

कलकत्ता पोर्ट श्रमिक यूनियन 26
डा० सुधीर बसु रोड कलकत्ता-23

400

240

माध्यस्थ अपना पंचाट छः मास की अवधि के भीतर या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बड़ा जाय, देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए निर्देश स्वतः रह हो जाएगा और हम नए माध्यस्थ के लिए बातचीत करने को स्वतन्त्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

ह० -

(एस०के०बोस)

कर्मकारों का प्रतिनिधित्व करने वाले

1. ह० - माखन चटर्जी
2-1-73

2. ह०-एम० बिस्वास
2-1-73

साक्षी :

1. ह०-सी० राय जोधरी 2-1-73

2. ह०-बी० एन० मजूमदार 2-1-73

[मं० एल०-32013/4/72-पी०एन्ड डी० 1]

S.O. 248—Whereas an industrial dispute exists between the employers in relation to the management of Calcutta Licensed Measurers, Calcutta and their workmen as represented by Calcutta Port Sramik Union;

And, whereas, the said employer and their workmen have, by a written agreement under sub-section(1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government, under sub-section (3) of section 10A of the said Act, a copy of the said arbitration agreement;

Now, Therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said agreement which was received by it on the 4th January, 1973.

AGREEMENT UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

Name of the Parties	Between
Representing Employers :	1. Shri S.K.Bose, Superintendent, Calcutta Licensed Measurers, Calcutta.
	2. Shri A.K.Sinha, Labour Adviser, Bengal Chamber of Commerce and Industry, Calcutta.
Representing Workmen :	1. Shri Makhan Chatterjee, General Secretary, Calcutta Port Sramik Union, Calcutta.
	2. Shri Samar Biswas, Organiser, Calcutta Port Sramik Union, Calcutta.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri R.J.T. D'Mello, Chief Labour Commissioner (Central), New Delhi.

- (i) Specific matters in dispute : Having regard to item 5(1) of the settlement dated 27th May, 1971 and with regard to items 2 and 3 of the settlement dated 24th May, 1972 how the balance amount is to be computed taking into account the ad hoc payments made under tripartite settlement dated the 30th August, 1970 and under item 2 of the settlement dated the 24th May, 1972 and all other factors and circumstances.

- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

The employers in relation to the Calcutta Licensed Measurers, P-78, Garden Reach Road, Calcutta-43., Calcutta and their workmen represented by the Calcutta Port Sramik Union, 26, Dr. Sudhir Basu Road, Calcutta-23.

- (iii) Name of the workman in case he himself is involved in the dispute or the name of the union, if any, representing the workmen in question

Calcutta Port Sramik Union, 26, Dr. Sudhir Basu Road, Calcutta-23.

- (iv) Total number of workmen employed in the undertaking affected. 400

- (v) Estimated number of workmen affected or likely to be affected by the dispute. 240

The Arbitrator shall make his award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties.

Representing employer
Representing workmen :

Sd/- S. K. Bose
1. Sd/- Makhan Chatterjee
2-1-73
2. Sd/- S.M.Biswas
2-1-73

Witnesses:

1. Sd/- C. Roy Chowdhury
2-1-73
2. Sd/- B. N. Mojumder
2-1-73

[No. L-32013/4/72-P & D(i)]

आवृत्ति

का. आ. 249.—यतः केन्द्रीय सरकार की राय है कि इस से उपावृद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स सी. सी. घोष एण्ड कम्पनी (इन्डिया) प्राइवेट लिमिटेड 5-ओल्ड कोर्ट हाउस स्ट्रीट कलकत्ता-1 से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है :

और यतः, केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के न्याय निर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स एस. सी. घोष एण्ड कम्पनी (इन्डिया) प्राइवेट लिमिटेड, 5-ओल्ड कोर्ट हाउस स्ट्रीट, कलकत्ता-1 से सम्बद्ध नियोजक का अपने कारबार को 3 नवम्बर, 1972 से बन्द घोषित करना न्यायोचित

है? यदि नहीं, तो निम्नलिखित कर्मकार किस अनुसूची के हकदार हैं?

1. श्री ज्योतिर्मय घोष
2. श्री सुदर्शन कुमार साहा रॉय
3. श्री शिशिर कुमार सियाल
4. श्री अरुण चन्द्र चक्रवर्ती
5. श्री कमलेश चौधरी
6. श्री तन्मय बसु
7. श्री विजय कान्ति मजूमदार
8. श्री नानक लाल दास
9. श्री बिमान कुमार सिंह
10. श्री हिमांशु रंजन बैनर्जी
11. श्री रविन्द्र नाथ घोष
12. श्री द्विजेंद्र लाल बागची
13. श्री शंकर चन्द्र खारकेल
14. श्री माधव लाल सिंह
15. श्री खुदीराम सरकार
16. श्री चन्द्रशेखर सरकार
17. श्री सुशील कुमार दुता
18. श्री भवानी प्रसाद राय
19. श्री क्षीतिश चन्द्र दास
20. श्री सुधीर कुमार बैनर्जी
21. श्री भोलानाथ बैनर्जी
22. श्री प्रियलाल चक्रवर्ती
23. श्री अर्जुन राय
24. श्री परितोष दुता
25. श्री महेंद्र दास
26. श्री सुरेन्द्र नाथ विश्वास
27. श्री सफी अहमद
28. श्री शंकर चुन्नी
29. श्री मुहम्मद इस्माइल
30. श्री प्रद्युत कुमार मुखर्जी
31. श्री विपुलानन्द राय
32. श्री पशुपति दुता
33. श्री अभयपद बैनर्जी
34. श्री सिद्धेश्वर मण्डल

[सं. एल.-32011/23/72-पी.एण्ड डी.]

वी. शंकरलिंगम, अवर सचिव ।

S.O. 249.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs S. C. Ghosh and Company (India) Private, Limited, 5 Old Court House Street, Calcutta-1, and the workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial

Dispute Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the employer in relation to Messrs S. C. Ghosh and Company (India) Private, Limited, 5 Old Court House Street, Calcutta-1, in declaring closure of their business with effect from 3rd November, 1972, is justified? If not, to what relief are the following workmen entitled?

1. Shri Jyotirmoy Gosh.
2. Shri Sudarshan Kr. Saha Roy.
3. Shri Sisir Kr. Seal.
4. Shri Arun Chandra Chakravorty
5. Shri Kamalesh Chaudhri.
6. Shri Tanmoy Bose.
7. Shri Bijan Kanti Mazumdar.
8. Shri Nanik Lal Das.
9. Shri Biman Kr. Singha.
10. Shri Himangshu Ranjan Banerjee.
11. Shri Rabindra Nath Gosh.
12. Shri Dwijendra Lal Bagchi.
13. Shri Shankar Chandra Kharkel.
14. Shri Madhab Lal Singh.
15. Shri Khudiram Sarkar.
16. Shri Chandra Sekhar Sarkar.
17. Shri Sunil Kumar Dutta.
18. Shri Bhabani Prasad Roy.
19. Shri Kshitish Chandra Das.
20. Shri Sudhir Kumar Benerjee.
21. Shri Bholanath Banerjee.
22. Shri Priyalal Chakraborty.
23. Shri Arjun Rai.
24. Shri Paritosh Dutta.
25. Shri Mahendra Das.
26. Shri Saurendra Nath Biswas.
27. Shri Safi Ahmed.
28. Shri Sekh Chuni.
29. Shri Mohd. Ismail.
30. Shri Pradyut Kumar Mukherjee.
31. Shri Bipulananda Roy.
32. Shri Pashupati Dutta.
33. Shri Abhaya Pada Banerjee.
34. Shri Sidheswar Mondal.

[No. L-32011/23/72-P&D]

V. SANKARALINGAM, Under Secy.

नई दिल्ली, 19 जनवरी, 1973

का. आ. 250.—न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 9 के साथ पठित धारा 7 द्वारा प्रवृत्त शक्तिशाली प्रयोग करते हुए और भारत सरकार के श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना का आ. 2597, तारीख 30 अगस्त, 1972 के अधीन जारी करके हुए, केन्द्रीय सरकार, उक्त अधिनियम की धारा 5 के अधीन नियुक्त समीक्षकों और उपसमीक्षकों के कार्य में समन्वय करने के प्रयोजनार्थ तथा केन्द्रीय सरकार द्वारा या उसके अधीन चलाये जाने वाले अनुसूचित नियोजनों की बाबत मजदूरी की निम्नतम दरें निश्चित और पुनरीक्षित करने के मामले में सामान्यतः केन्द्रीय सरकार को सलाह देने के लिए एतद्वारा निम्नलिखित सदस्यों को मिलाकर एक सलाहकार बोर्ड नियुक्त करती है और श्री एम. श्रीरामामूर्ति, सेवा-

निवृत्त जिला न्यायाधीश, का उसका अध्यक्ष नियुक्त करती है,
अर्थात् :—

1. स्वतंत्र सदस्य

1. श्री एम. श्री रामामूर्ति,
सेवानिवृत्त जिला न्यायाधीश और भूतपूर्व सदस्य,
रेलवे वर अधीकरण,
41, 3 मुख्य रोड, गांधीनगर,
अद्वार, मद्रास-20 अध्यक्ष
2. डा. बी. एम. भाटिया, प्रधानाचार्य,
हिन्दू महाविद्यालय,
13, यूनिवर्सिटी रोड, दिल्ली ।
3. श्री जे. एन. सिन्हा,
ज्येष्ठ पार्षद,
इन्सटिट्यूट आफ इकोनामिक ग्रोथ,
यूनिवर्सिटी इनक्लेव,
दिल्ली-7 ।

2. निष्ठाजनों के प्रतिनिधि

1. श्री के. बी. समणमूर्ति,
उपसचिव, भारत सरकार,
रक्षा मंत्रालय, नई दिल्ली ।
2. श्री एस. एम. चक्रवर्ती,
संयुक्त निवेशक, सिविल इंजीनियरी,
रेल बोर्ड, रेल मंत्रालय,
नई दिल्ली ।
3. श्री एस. एन. बनर्जी,
उपसचिव, (स्थापन कार्य),
निर्माण और आवास मंत्रालय (निर्माण प्रभाग),
नई दिल्ली ।
4. श्री के. एस. गुप्ता,
उपसचिव, भारत सरकार,
नौवहन और परिवहन मंत्रालय (परिवहन पक्ष),
नई दिल्ली ।
5. श्री के. एस. के. राव,
सहायक आयुक्त (भूमि उद्धार),
कृषि विभाग, नई दिल्ली ।

3. कर्मचारियों के प्रतिनिधि

1. श्री केशव एच. कुलकर्णी,
महासचिव,
नेशनल फेडरेशन आफ इण्डिया रेलवेमेन,
166/1, पंचकुइयां रोड, नई दिल्ली ।
2. श्री बिन्देशवरी दुबे,
महासचिव,
बोकारो स्टील वर्क्स यूनियन,
बोकारो स्टील, सिटी, धनबाद ।
3. श्री सी. जी. करमारकर,
महासचिव, असम चा मजदूर संघ,
डाकघर डिब्रूगढ़ (असम) ।

4. श्री राजबहादुर गौर,
महासचिव,
आंध्र प्रदेश ट्रेड यूनियन कांग्रेस,
मखदूम मोहिउद्दीन मार्ग,
हिमायत नगर, हैदराबाद 29 (आ. प्र.) ।
5. काम. एस. आर. कुलकर्णी,
अध्यक्ष, आल इण्डिया पोर्ट एण्ड डॉक वर्क्स फेडरेशन,
पी. डी. मेलो रोड, कारनेल कुन्दर,
मुम्बई-1

[एस. 32023(1)/71-डब्ल्यू, इ(एस डब्ल्यू)]

हंस राज छाबड़ा, अवर सचिव

New Delhi, the 19th January, 1973

S.O. 250.—In exercise of the powers conferred by section 7, read with section 9 of the Minimum Wage Act, 1948 (11 of 1948), and in supersession of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) S. O. 2597 dated the 30th August, 1972, the Central Government hereby appoints an Advisory Board, consisting of the following members for the purpose of co-ordinating the work of committees and sub-committees appointed under section 5 of the said Act and for advising the Central Government generally in the matter of fixing and revising minimum rates of wages in respect of the scheduled employments carried on by or under the authority of the Central Government and appoints Shri M. Sriramamurthy, Retired District Judge, as Chairman thereof, namely:—

I. Independent Members :

1. Shri M. Sriramamurthy, Retired District Judge and former member of the Railway Rates Tribunal, 41 III Main Road, Gandhinagar, Chairman Adyar, Madras-20.
2. Dr. B. M. Bhatia, Principal, Hindu College, 13, University Road, Delhi.
3. Shri J. N. Sinha, Senior Fellow, Institute of Economic Growth, University Enclave, Delhi-7.

II. Representatives of Employers :

1. Shri K. V. Ramanamurthy, Deputy Secretary to the Government of India, Ministry of Defence, New Delhi.
2. Shri S. M. Chakravarty, Joint Director Civil Engineering, Railway Board, Ministry of Railways, New Delhi.
3. Shri S. N. Banerji, Deputy Secretary (Establishment Works), Ministry of Works and Housing (Works Division), New Delhi.
4. Shri K. L. Gupta, Deputy Secretary to the Government of India, Ministry of Shipping and Transport (Transport Wing) New Delhi.
5. Shri K. S. K. Rao, Assistant Commissioner (Land Reclamation), Department of Agriculture, New Delhi.

III. Representatives of Employers :

1. Shri Keshav H. Kulkarni, General Secretary National Federation of Indian Railwaymen, 166/1, Punchkulan Road, New Delhi.
2. Shri Bindeshwari Dubey, General Secretary, Bokaro Steel Workers' Union Bokaro Steel City, Dhanbad.
3. Shri C. G. Karmarkar, General Secretary, Assam Cha Mazdoor Sangha, P. O. Dibrugarh (Assam).
4. Shri Raj Bahadur Gaur, General Secretary, Andhra Pradesh Trade Union Congress, Makhdoom Mohiuddin Marg, Himayatnagar, Hyderabad 29 (A. P.).
5. Com. S. R. Kulkarni, President, All India Port and Dock Workers Federation, P.D'Mello Road, Carnac Bunder, Bombay-1.

[No. S—32023/1/71-WE(MW)]

HANS RAJ CHHABRA, Under Secy.

नई दिल्ली, 17 जनवरी, 1973

का. आ. 251.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एलटुहारा सर्वश्री यू. सी. तिवारी और ओ. पी. गुलाटी को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम के प्रवर्तन के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के सम्बन्ध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से सम्बन्धित किसी स्थापन के सम्बन्ध में या ऐसे स्थापन के सम्बन्ध में, जिसकी एक से अधिक राज्य में शाखाएं या विभाग हो सम्पूर्ण पंजाब हरियाणा और हिमाचल प्रदेश राज्यों और चण्डीगढ़ संघ राज्य क्षेत्र के लिए निरीक्षक नियुक्त करती है।

[सं. ए-12015/2/70-पी. एफ-1]

New Delhi, the 17th January, 1973

S.O. 251.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government hereby appoints Sarva Shri U. C. Tewari and O. P. Gulati to be Inspectors for the whole of the States of Punjab, Haryana and Himachal Pradesh and Union territory of Chandigarh for the purposes of the said Act and of any Scheme framed thereunder in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. A. 12015(2)/70-PF.1]

नई दिल्ली 19 जनवरी, 1973

का.आ. 252.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 73-ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का.आ. 1489 तारीख 3 मार्च 1972 के तम में केन्द्रीय सरकार इनसे उपाबद्ध अनुसूची के स्तम्भ (4) में विनिर्दिष्ट कारखानों की उक्त अनुसूची के स्तम्भ (3) में विनिर्दिष्ट पश्चिमी बंगाल राज्य के ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त नहीं हैं अवस्थिति को ध्यान में रखते हुए, उक्त कारखानों का, उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजकों के विशेष अभिदाय के संदाय से, उक्त अधिसूचना में विनिर्दिष्ट अवधि के अवसान की तारीख से एक वर्ष की और अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले हो, एतद्वारा छूट देती है।

अनुसूची

क्रम	जिला का नाम	क्षेत्र का नाम	कारखानों का नाम
संख्या	(1)	(2)	(3)
1.	बीरभूम	पंचारहट	मैसर्स मयूराखी काटून मिल्स लिमिटेड
2.	बर्दमान	कासाता (बासीपुर)	(i) मैसर्स समुद्रगढ़ पावरलूम सोलाहटी लिमिटेड। (ii) मैसर्स भोमिक टैक्सटाइल्स मिल्स।
		बोंडल	मैसर्स इजीनियर एन्टरप्राइजेज।

(1)	(2)	(3)	(4)
3.	दाजिलिंग	दाजिलिंग (बास)	मैसर्स एल. एच. दुगुहस (घाटो-मोबाइल्स इंजीनियर्स)।
4.	जलपाईगुड़ी	अजीपुरझार	मैसर्स यूनाइटेड इंजीनियरिंग वर्क्स।
		इकटियालाल	(i) मैसर्स एसोशिएटेड इंजीनियरिंग कम्पनी लिमिटेड। (ii) मैसर्स ईस्टर्न मोटर्स (प्राइवेट) लिमिटेड। (iii) मैसर्स नार्दन फ्लोर मिल्स। (iv) मैसर्स मिलीगुड़ी फ्लोर मिल्स (प्राइवेट) लिमिटेड।
		मानाबाड़ी	(i) मैसर्स कोदलाबाड़ी इंजीनियरिंग वर्क्स। (ii) मैसर्स मीना ना मिल्स
		नामराकाटा	मैसर्स प्रीमियर टिम्बर एन्ड लार्डवुड प्रोडक्ट्स।
		सिसीगुड़ी	मैसर्स महानन्द इन्डस्ट्रीज (प्राइवेट) लिमिटेड।
5.	मिदनापुर	सइगपुर	मैसर्स श्री हनुमान स्टील इन्डस्ट्रीज।
6.	पुरलिया	लालदा	(i) मैसर्स समर सिंह जाबसवाल प्राइवेट लिमिटेड। (ii) मैसर्स अटलराम कालबोष एन्ड कम्पनी बेलक (प्राइवेट) लिमिटेड।
		रांगाडिह	(i) मैसर्स हीरा लाल बन्द। (ii) मैसर्स मोतीलाल बसाक (iii) मैसर्स महावीर बेलक फैक्ट्री।

[एस० 3801/7(64)/72/एच० आई०]

New Delhi, 19th January, 1973

S.O. 252.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O.1489 dated 3rd March, 1972, the Central Government, having regard to the location of the factories specified in column (4) of the Schedule hereto annexed in areas specified in column (3) of the said Schedule in the State of West Bengal in which the provisions of Chapters IV and V of the said Act are not in force, hereby exempts the said factories from the payment of employer's special contribution leviable under chapter VA of the said Act for a further period of one year from the date of expiry of the period specified in the said notification or until the enforcement of provisions of Chapter V of the said Act in those areas whichever is earlier.

SCHEDULE

Sl. No	Name of Distt.	Name of Area	Name of the Factory
(1)	(2)	(3)	(4)
1. Birbhum	Panchrahat	M/s. Mayurakhi Cotton Mill Limited.	
2. Burdwan	Kalna (Shalipur)	(i) M/s. Samudragarh Powerloom Society Limited.	
		(ii) M/s. Bhowmic Textiles Mills.	
	Ondal	M/s. Engineer Enterprises.	
3. Darjeeling	Darjelling (Proper)	M/s. L. H. Dupuis (Automobiles Engineers)	
4. Jalpaiguri	Alipurduar	M/s. United Engineering Works.	
	Ektiasal	(i) M/s. Associated Engineering Co., Ltd.	
		(ii) M/s. Eastern Motors (P) Ltd.	
		(iii) M/s. Northren Flour Mills.	
		(iv) M/s. Siliguri Flour Mills (Private) Limited.	
	Manabari	(i) M/s. Codlabari Engineerings Works	
		(ii) M/s. Mina Saw Mills.	
	Nagrakata	M/s. Premier Timber and Plywood Products.	
	Siliguri	M/s. Mahananda Industries Private Limited	
5. Midnapur	Kharagpur	M/s. Sree Hanuman Steel Industries.	
6. Purulia	Jhalda	(i) M/s. Smar Singh Jayswal Private Limited.	
		(ii) M/s. Achhruram Kalkh-of and Co. Shellac (P) Ltd.	
	Rangadih	(i) M/s. Hiralal Lal Chand.	
		(ii) M/s. Motilal Basak.	
		(iii) M/s. Manabir Schellac Factory.	

[S. 38017(64)72-HI]

का. आ. 253.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-व द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का आ. 379, तारीख 20 दिसम्बर, 1971 के क्रम में केन्द्रीय सरकार गवर्नमेन्ट प्रिन्टिंग प्रेस एण्ड स्टेशनरी डिपो, बड़ौदा के ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अब-

स्थिति को ध्यान में रखते हुए उक्त डिपो को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 26 नवम्बर, 1972 से 25 नवम्बर, 1973 तक, जिसमें यह दिन भी सम्मिलित हैं, एक और वर्ष की अवधि के लिए एतद्वारा छूट देती हैं।

[संख्या 692(52)/70-एच. आई.]

S.O. 253.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 379, dated the 20th December, 1971, the Central Government having regard to the location of the Government Printing Press and Stationery Depot, Baroda, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Depot. from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 26th November, 1972 upto and inclusive of the 25th November, 1973.

[No. F. No. 602/52/70-HI]

का. आ. 254.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, मद्राई के केन्द्रीय सरकार संगठन, भारत सरकार विस्तार केन्द्र, के निम्नलिखित स्थायी और अस्थायी कर्मचारियों का अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए उक्त अधिनियम के सभी उपबन्धों के, उसके अध्याय 5-क को छोड़ कर, प्रवर्तन से, निम्नलिखित शर्तों पर छूट देता है, अर्थात् :—

1. यह कि उपर्युक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रीजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते किए होंगे,
2. यह कि इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे पाते रहेंगे जिसके वे सन्दर्भ अभिदाय के आधार पर उस तारीख से पूर्व, जिससे इस अधिसूचना द्वारा अनुदत्त छूट प्रवर्तित होती है, हकदार हों,
3. छूट प्राप्त कर्मचारियों की बाबत पहले ही सन्दर्भ अभिदाय लौटाया नहीं जाएगा।

अनुसूची

क्रम संख्या	पद का नाम	पदों की संख्या
1. अन्वेषक (इन्वेस्टिगेटर)		2
2. उच्च श्रेणी लिपिक		1
3. निम्न श्रेणी लिपिक		1
4. चपरासी		1
5. चौकीदार (शाघर्मन)		1
6. डराइवर		1
7. मिस्त्री		7
		14

[संख्या एस.-38014(42)/72-एच. आर्.]

कलजीत सिंह, अपर सचिव

S.O. 254.—In exercise of the powers conferred by section 88 of the Employees' State Insurance Act, 1948 (34 of 1948), the Government of India hereby exempts the following permanent and temporary employees of the Government of India extension Centre, a Central Government organisation at Madurai, for a period of one year from the date of issue of the notification from the operation of all the

provisions of the Said Act except Chapter V-A thereof, on the following conditions, namely:—

1. That the aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
2. That notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of contributions paid prior to the date from which the exemption granted by this notification operates.
3. The contribution already paid in respect of exempted employees shall not be refunded.

THE SCHEDULE

S. No.	Name of the post	No. of posts
1. Investigator		2
2. Upper Division Clerk		1
3. Lower Division Clerk		1
4. Peon		1
5. Watchman		1
6. Driver		1
7. Mistries		7
		14

[No. S-38014(42)/72-HI]

DALJIT SINGH, Under Secy.

